



Municipal By-law for Current Expenditures

Municipality of Township of Blandford-Blenheim

BY-LAW No. 1423-2004

WHEREAS the Council of the Corporation deems it necessary to borrow the sum of _____

One Million ----- dollars

to meet, until the taxes are collected, the current expenditures of the Corporation for the year:

AND WHEREAS the total of amounts previously borrowed under Section 407 of the Municipal Act, as amended from

time to time, (the "Act"), that have not been repaid are NIL

_____ dollars.

AND WHEREAS the amount of the estimated revenues (as defined and interpreted in the Act) of the Corporation as set out in the estimates adopted for the current year and not yet collected (or, if the same have not yet been adopted, the amount of the estimated revenues of the Corporation as set forth in the estimates adopted for the next preceding year)

2003 is Eight Million four hundred seventy three thousand five dollars;
hundred and fifty

AND WHEREAS the amount to be borrowed under this by law and the amounts of borrowings that have not been repaid does not in the aggregate exceed from January 1st to September 30th of the year, 50% of the total, and from October 1st to December 31st, 25% of the total of the estimated revenues of the Corporation as set out above.

BE IT THEREFORE ENACTED by the said Council as follows:

(1) The Head and the Treasurer of the Corporation are hereby authorized on behalf of the Corporation to borrow from time to time, by way of promissory note or bankers' acceptance, from Bank of Montreal, a sum or sums not

exceeding in the aggregate _____ dollars

to meet, until the taxes are collected, the current expenditures of the Corporation for the year, including the amounts required for the purposes mentioned in subsection (1) of the said Section ~~401~~⁴⁰⁷, as amended from time to time, and to give, on behalf of the Corporation, to the Bank a promissory note or notes, sealed with the corporate seal and signed by them for the moneys so borrowed, and such other documentation as may be requested by the Bank therefor, with interest at a rate not exceeding PRIME per centum per annum, which may be paid in advance or otherwise.

(2) All sums borrowed from the said Bank, for any or all of the purposes mentioned in the said Section ~~402~~ as amended from time to time, shall, with interest thereon, be a charge upon the whole of the revenues of the Corporation for the current year and for all preceding years, as and when such revenues are received.

(3) The Treasurer is hereby authorized and directed to apply in payment of all sums borrowed pursuant to the authority of this By-law, as well as all the other sums borrowed in this year and any previous years, from the said Bank for any or all of the purposes mentioned in the said Section ⁴⁰⁷~~407~~, as amended from time to time, together with interest thereon, all of the moneys hereafter collected or received on account or realized in respect of the taxes levied for the current year and preceding years and all of the moneys collected or received from any other source, which may lawfully be applied for such purpose. HR

Passed this 7th day of January, 2004 (year)

Donald L. Shortland
(The Head of the Corporation)
Keith Keibling
Clerk



I hereby certify that the foregoing is a true copy of By-law No. 1423-2004 of The Corporation of the Township of Blandford-Blenheim in the Province of Ontario, duly passed at a meeting of the Council of the said Corporation duly held, and that the said By-law is in full force and effect.

Dated this 7th day of January, 2004 (year)

As witness the Seal of
the Corporation.

Clerk



THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1424-2004

Being a By-law to authorize the execution of a consent agreement between The Corporation of the Township of Blandford-Blenheim and David and Kim Piggott.

WHEREAS the Planning Act, R.S.O. 1990, Chapter P.13, Section 53, allows the granting of a consent by County Council with respect to lands and imposing of conditions.

AND WHEREAS the County of Oxford Land Division Committee, regarding Consent Application Numbers B-25/01 and B-9/03 (David and Kim Piggott) has granted two (2) severances subject to conditions being fulfilled to the Township's satisfaction for development of the newly created lots.

AND WHEREAS Township Council deems it desirable to enter into an Agreement with the developers (David and Kim Piggott) of the property to effect proper development of Two (2) residential lots, being composed of Part of Lots 44, 45 and 46, Registered Plan 210 and Part of Lot 1, Concession 10, and more particularly described as Parts 1, 2, 3 and 4 on Reference Plan 41R-7238.

NOW THEREFORE, the Municipal Council of The Corporation of the Township of Blandford-Blenheim enacts as follows:


1. That the Mayor and Clerk-Administrator be authorized and they are hereby instructed to execute on behalf of The Corporation of the Township of Blandford-Blenheim a Consent Agreement dated December 15th, 2003, for developing lands, being composed of Part of Lots 44, 45 and 46, Registered Plan 210, and Part of Lot 1, Concession 10 (former Blandford), more particularly described as Parts 1, 2, 3 and 4 on Reference Plan 41R-7238, between David and Kim Piggott and the Corporation of the Township of Blandford-Blenheim.

By-law **READ** a **FIRST** and **SECOND** time this 7th day of January, 2004.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 7th day of January, 2004.

(SEAL)


Donald S. Woolcott, Mayor


Keith Reibling, Clerk-Administrator

<p style="text-align: center; font-size: 1.2em;">491451</p> <p>Number..... CERTIFICATE OF REGISTRATION REGISTERED</p> <p style="text-align: center; font-size: 1.2em;">2005-10-20</p> <p>at 16-44 Land Registry Office No. 41</p> <p style="text-align: right;"><i>Mr. Z. B. B.</i> Land Registrar</p> <p>New Property Identifiers</p> <p>Executions</p>	(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/>	(2) Page 1 of 1 pages	(3) Property Identifier(s) Block Property 00269 0157(R)	Additional: See Schedule <input type="checkbox"/>
	(4) Nature of Document PARTIAL RELEASE OF CONSENT AGREEMENT			
	(5) Consideration n/a Dollars \$			
	(6) Description In the Township of Blandford-Blenheim, former Township of Blandford, in the County of Oxford, being composed of Part of Lot 44, 45 and 46, Registered Plan Number 210 and Part of Lot 1 Concession 10, described as PART 1 and PART 3 on Reference Plan 41R-7238.			
	(7) This Document Contains: (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/>			
	(8) This Document provides as follows:			

January

Partial Release of Consent Agreement contained in Instrument No. 472328 registered on the 34th day of August, 2004, being a consent Agreement between David & Kimberley Piggott, and the Township, has been fully complied with.

The restrictions are no longer required for this property and this release is final in nature and does not require any subsequent confirmation.

Continued on Schedule ☐

(9) This Document relates to instrument number(s) **Instrument Number 472328**

(10) Party(ies) (Set out Status or Interest)	Signature(s)	Date of Signature
Name(s) THE CORPORATION OF THE	<i>Donald S. Woolcott</i> Donald S. Woolcott, Mayor	Y M D 2005 10 19
TOWNSHIP OF BLANDFORD-BLENHEIM	<i>Keith Reibling</i> Keith Reibling, Clerk-Administrator	2005 10 19

(11) Address for Service **47 Wilmot Street South, DRUMBO, Ontario. N0J 1G0**

(12) Party(ies) (Set out Status or Interest)	Signature(s)	Date of Signature
Name(s)		Y M D

(13) Address for Service

(14) Municipal Address of Property 114 Cuthbertson Street Bright, Ontario. N0J 1B0	(15) Document Prepared by: Keith Reibling, Clerk-Administrator, Township of Blandford-Blenheim, 47 Wilmot Street South, Drumbo, Ontario. N0J 1G0	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">Fees and Tax</th> </tr> <tr> <td style="width: 50%;">Registration Fee</td> <td style="width: 50%; text-align: center;">600</td> </tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr> <td>Total</td> <td style="text-align: center;">600</td> </tr> </table>	Fees and Tax		Registration Fee	600							Total	600
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Registration Fee	600													
Total	600													



Document General
Form 4 — Land Registration Reform Act

D

<div>FOR OFFICE USE ONLY</div> <div style="margin-top: 20px;">Number.....491106</div> <div>CERTIFICATE OF REGISTRATION REGISTERED</div> <div style="margin-top: 10px;">2005 -10- 06</div> <div style="margin-top: 10px;">at 16:50 <i>M. Z. Bunn</i> Land Registry Office No. 41 Land Registrar</div> <div style="margin-top: 20px;">New Property Identifiers <div style="float: right;">Additional: See Schedule <input type="checkbox"/></div></div> <div style="margin-top: 10px;">Executions <div style="float: right;">Additional: See Schedule <input type="checkbox"/></div></div>		(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/>		(2) Page 1 of 1 pages							
		(3) Property Identifier(s) Block Property 00264 0074(R)		Additional: See Schedule <input type="checkbox"/>							
		(4) Nature of Document <div style="text-align: center; font-weight: bold; padding: 5px;">PARTIAL RELEASE OF CONSENT AGREEMENT</div>									
		(5) Consideration n/a <div style="text-align: right;">Dollars \$</div>									
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(8) This Document provides as follows: <div style="padding: 20px; text-align: center;"><i>January</i> Partial Release of Consent Agreement contained in Instrument No. 472328 registered on the 8th day of August, 2004, being a consent Agreement between David & Kimberley Piggott, and the Township, has been fully complied with. The restrictions are no longer required for this property and this release is final in nature and does not require any subsequent confirmation. <div style="text-align: right; margin-top: 10px;">Continued on Schedule <input type="checkbox"/></div></div>											
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		Registration Fee									
		Total 600-									

Form 4 — Land Registration Reform Act

P

<div style="text-align: center; font-size: 1.2em; font-weight: bold;">472328</div> <div>Number.....</div> <div style="text-align: center; font-weight: bold;">CERTIFICATE OF REGISTRATION REGISTERED</div> <div style="text-align: center; font-size: 1.1em;">2004-01-08</div> <div style="display: flex; justify-content: space-between; align-items: center;"><div style="font-size: 0.8em;">at..... Land Registry Office No. 41</div><div style="font-size: 1.5em; font-family: cursive;">mz</div><div style="font-size: 0.8em;">Land Registrar</div></div> <div style="margin-top: 20px;">New Property Identifiers</div> <div style="margin-top: 10px;">Additional: See Schedule <input type="checkbox"/></div> <div style="margin-top: 10px;">Executions</div> <div style="margin-top: 10px;">Additional: See Schedule <input type="checkbox"/></div>		<div style="display: flex; justify-content: space-between; font-size: 0.9em;"><div>(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/></div><div>(2) Page 1 of 13 pages</div></div> <div style="border-top: 1px solid black; padding-top: 5px;">(3) Property Identifier(s) Additional: See Schedule <input type="checkbox"/><div style="display: flex; justify-content: space-between;"><div>Part of 00269 0131 and Part of 00270 0074</div></div></div> <div style="border-top: 1px solid black; padding-top: 5px;">(4) Nature of Document Consent Agreement Registered pursuant to Sections 51(6) and 53(2) of the Planning Act, R.S.O. 1990.</div> <div style="border-top: 1px solid black; padding-top: 5px;">(5) Consideration <div style="display: flex; justify-content: space-between;"><div>---nil---</div><div>Dollars \$</div></div></div> <div style="border-top: 1px solid black; padding-top: 5px;">(6) Description In the Township of Blandford-Blenheim, former Township of Blandford, in the County of Oxford, being composed of Part of Lots 44, 45 and 46, Registered Plan Number 210 and Part of Lot 1, Concession 10, described as Parts 1, 2, 3 and 4 on Reference Plan 41R-7238.</div>										
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(13) Address for Service R.R.#1, BRIGHT, Ontario. N0J 1B0												
(14) Municipal Address of Property not assigned												
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CONSENT AGREEMENT**PIGGOTT SEVERANCES****PART OF LOT 1, CONCESSION 10****TOWNSHIP OF BLANDFORD-BLENHEIM**
(FORMERLY TOWNSHIP OF BLANDFORD)

THIS AGREEMENT made on the 15th day of December, 2003

BETWEEN:

DAVID & KIM PIGGOTT
Hereinafter called the "Owner"
OF THE FIRST PART

AND:

THE CORPORATION OF THE TOWNSHIP OF BLANDFORD-BLENHEIM
Hereinafter called the "Township"
OF THE SECOND PART.

WHEREAS the Owner represents the registered owner of those lands and premises in the Township of Blandford-Blenheim described in Schedule "A" attached hereto and hereafter called the Said Lands;

AND WHEREAS the Owner has applied to the County of Oxford Land Division Committee for the approval of two consent applications to sever with respect to the said lands that will create two new building lots along the south side of Cuthbertson Street, near the intersection of Cuthbertson Street and John Street West (County Road 8), in the Village of Bright, hereinafter called the new building lots;

AND WHEREAS the County of Oxford Land Division Committee (Application Numbers B-25/01, and B-9/03) has granted the severances subject to conditions being fulfilled to the Township's satisfaction as per their decision dated May 1, 2003, a copy of which is attached hereto as Schedule B;

AND WHEREAS the Township may enter into one or more agreements with an Owner as a condition to the granting of a severance in accordance with Section 53 of the Planning Act.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other good and valuable consideration and the sum of Two Dollars (\$2.00) of lawful money of Canada, now paid by each of the parties hereto to each of the other parties hereto, (the receipt whereof is acknowledged), the Owner and Township hereby covenant, promise and agree with each other as follows:

1. GENERAL

1.1 Deposit

The Owner shall deposit the sum of One Thousand Dollars (\$1,000) per new building lot in the form of cash or certified cheque with the Township as soon as he wishes negotiations to attend to this agreement, the services and lot construction to commence. This deposit shall be used as a security for expenses of the Township. The Owner shall provide additional sums as necessary with the Township as the work continues and as accounts are paid, and if this security is drawn on, to ensure that a minimum deposit of One Thousand Dollars (\$1,000) per new building lot is always on hand with the Township until this agreement is released. This deposit when released shall be payable to the owner of the new building lot created. The deposit may be reduced prior to being released in accordance with other sections of this agreement.

1.2 All work to conform to approved plan

The Owner agrees to undertake all development and construction of all structures and services in accordance with the approved plan hereto attached, required by, and in accordance with the sections of, this agreement. All approved plans are to be initialed by the Township Engineer.

1.3 Construction Within Township and/or County Right-of-Way

Work done within the road right-of-way by either the owner or lot purchasers shall be done to the Township's and/or County's satisfaction.

1.4 Owner to notify lot purchaser of his obligations

The Owner agrees to notify each lot purchaser of his obligations of construction re the new building lot in accordance with the approved plan. The Owner agrees to provide free of charge to any lot purchaser a copy of this agreement as registered, a copy of the approved plan, a notice that this agreement is registered against the lot acquired, and a written notice that each lot purchaser is required to comply with all applicable sections of this agreement.

1.5 Owner to employ Engineer for design

The Owner or Lot Purchasers shall employ a competent engineer registered by the Professional Engineers of Ontario to prepare an approved plan for the lots showing the grading and drainage, the driveway and boulevard work. This shall be done in conjunction with the Township Engineer preparing the agreement.

The Owner or Lot Purchasers may retain the Township Engineer to undertake the above or he may retain another qualified Professional Engineer in which case the Township Engineer shall review the approved plan, specifications, work, etc. of this Engineer.

1.6 Other Work

If at any time during the construction for the new building lots it should become evident that other work is necessary to provide adequately any of the required services, the Owner shall construct, install or perform such additional works at the request of the Township.

1.7 Liability

Until the Council of the Township shall have accepted all the work with respect to the new building lots, as evidenced by the Engineer's Certificate of Lot Grading of Section 17, the Owner and/or each lot purchaser of the new lots agree to indemnify and save harmless the Township against all actions, causes of action, suits, claims, and demands whatsoever which may arise either directly or indirectly by reason of the Owner or Lot Purchasers undertaking this development, or from any part or omission by the Owner or Lot Purchasers, their agents, servants or contractors in the performance of any matter or thing in this Agreement.

1.8 Intent

Each of the parties agrees to do all acts, within its power, necessary or proper to be done by it to carry out the intention of this Agreement which is to secure a development of good quality and free from drainage and other functional problems.

2. DRAINAGE ACT MATTERS

2.1 Engineer's Report for Drainage Assessment Reapportionment

The owner agrees to pay \$350 (plus GST) for each new lot created for the cost of preparing a report under Section 65 of the Drainage Act to reapportion assessments for maintenance of the Currah Drain (1968), the Wilson Municipal Drain Repair and Improvement and the Horner Creek Drain 1998.

2.2 Advising Lot Purchasers of Obligations Relating to the Drainage Act

The Owner agrees to notify each lot purchaser of their obligations with respect to any existing or future Engineer's Reports pursuant to the Drainage Act.

3. OTHER DRAINAGE MATTERS

3.1 Grading of Lot (To Provide Proper Drainage)

The Owner agrees to grade the new building lots as shown on the approved plan, and/or to notify each lot purchaser of their obligations in implementing, or permitting by others in case of default, the grading on the lot as per the approved plan.

3.2 Private Drain Connection

The Owner agrees to notify each lot purchaser of their obligation to construct any private drain connection, back water valve, and sump pump as outlined in Schedule 'C' hereto.

4. DRIVEWAY

4.1 General

The Owner agrees to notify each lot purchaser of their obligation to construct a driveway from the travelled portion of the road to the front line of the lot. The driveway shall initially consist of granular and shall ultimately be finished using a hard surfacing material, either asphalt, concrete or paving blocks.

4.2 Permits

The Owner shall advise each lot purchaser that it is their responsibility to obtain any required permit for driveway construction from the affected road authority and pay the required fee.

4.3 Location

The entrance for Parts 1 and 3, Reference Plan 41R-7238 shall be on to Cuthbertson Street. The entrance for Parts 2 and 4, Reference Plan 41R-7238 shall be on to Oxford Road 8. Details are denoted on the Lot Grading Control Plan dated July, 2003.

4.4 Specifications

The driveway shall be constructed in accordance with the requirements of Schedule C.

5. HYDRO, TELEPHONE, GAS, TV CABLE SERVICES

5.1 General

The Owner will arrange and pay for the main lines of these services within the road allowances to be extended if required, to service the new lots. Connections from the main lines of the services into the lots will be the responsibility of each lot purchaser.

6. STREET LIGHTING

6.1 Paying into Reserve Account

The Owner agrees to pay the sum of \$200 (\$100 for each lot) to the Township which sum shall be deposited in the Township's Reserve Account for Street Lighting. This sum shall be payable prior to the stamping of the deed.

7. SIDEWALKS

7.1 Paying into Sidewalk Reserve Account

The Owner agrees to pay the sum of \$1,000 (\$500 for each lot) to the Township, which sum is to be deposited into the Township's Reserve Account for Sidewalk Extensions, Improvements and Maintenance. This sum shall be payable prior to the deed being stamped.

8. PARKLAND FEES

The Owner agrees to pay the sum of \$1,400 (\$700 for each lot) as a deposit for cash in lieu of parklands which sum is to be placed into the Township's Reserve Account for Parks and Recreation. This sum shall be payable prior to the stamping of the deed.

9. RESPONSIBILITY FOR DAMAGE TO EXISTING ROADS

The Township and/or the County may hold the Owner or lot purchasers liable for any damages to the existing roads that occurs as a result of construction pursuant to this agreement. For purposes of this section, the road shall consist of the surface, any base, any curb, any utility, any sign and any other works in the boulevards.

10. BOULEVARDS

Upon completion of all work on the lots and in the road allowances, to a degree as required by the Township and/or the County, the affected boulevard areas shall be regraded, topsoiled and sodded.

11. WATER SUPPLY

a) Connection Charges

The Owner is responsible to arrange to have the County of Oxford install new water services for each lot from the existing water main on the east side of Cuthbertson Street to the property line. The service requirement is outlined in Schedule C, Section 4.1.

b) Inspection of Work Beyond the Road

Prior to backfilling any house connection to a water line, the Owner or Lot Purchaser shall ensure that the connection at the street line is inspected by the appropriate authority and that a reference to fixed points has been made.

c) User Fees

The Owner shall notify each lot purchaser that they will be responsible to pay the current annual water system fees under Schedule "A" of County of Oxford By-law No. 4297-2003. The flat rate fees outlined in Schedule A, shall be charged prorata, ninety (90) days after the issuance of a building permit. The Owner shall also notify each lot purchaser that the current user fees are under review and subject to change.

d) Water Service Charges

In accordance with the Water Service Charges section of the current year County of Oxford, By-law No. 4297-2003, reference is made to the specific by-law for Bright being By-law No. 3639-97 which states that an impost charge of \$2,000.00 for each lot is payable. This impost charge is in recognition of the capital cost of infrastructure previously constructed and financed by the Community. The County agrees to a flat rate installation charge of \$2,000.00 for each lot as opposed to an actual costs method for all works involved with extending the water main and providing water service connections to the property line of each lot. This total sum of \$4,000.00 for each lot shall be paid to the Township (due to the County of Oxford) prior to receiving the First building permit.

12. SEWAGE DISPOSAL

12.1 General

Individual or private septic systems will be the responsibility of the Owner or the Lot Purchaser. The septic system shall be constructed in accordance with Oxford County Board of Health and MOEE guidelines & policies.

13. CONSTRUCTION ON THE LOT

13.1 Work to be in Accordance with Approved Plan

All work on any new building lot created must be in accordance with the approved plan as defined in Section 1.2.

13.2 Lot Purchaser's Obligation to Prepare Site Plan

The Owner agrees to prepare or to advise each lot purchaser of its obligation to prepare a site specific plan showing how the approved plan will be implemented on the lots. The site specific plan shall show top of foundation wall elevation. The site specific plan shall be

prepared by someone customarily involved and experienced in such work. The Township Engineer may be retained to prepare the Site Specific Plan. Each lot purchaser is responsible for implementing the site specific plan once approved.

13.3 Approval of Revised Approved Plan Prior to Issuance of Building Permits

The revised plan required by Section 13.2 hereabove shall be approved by the Township Engineer prior to the issuance of a building permit.

13.4 Deposits, Certificate of Lot Grading

These matters shall be attended to in accordance with Section 17 hereto.

13.5 Timing

Acceptable lot grading must be in place on each lot within one year of occupancy of the dwelling on each lot.

13.6 Changes

All work on each lot is to be in accordance with the approved plan for the property subject only to such changes as are approved by the Township in writing.

13.7 Ultimate Responsibility

All security monies provided by the Owner or each lot purchaser pursuant to Sections 1.1 and 17.1 will only be released when satisfactory lot grading and construction on, and boulevard work for, exists re the new building lots. The Owner shall notify each lot purchaser that the Township will have the right to enter onto the lot and to complete satisfactory lot grading if necessary. When satisfactory lot grading, construction and boulevard work including the driveway exists on or by each new building lot, these securities will be released to the current owners of the building lot.

14. TOWNSHIP'S LEGAL AND ENGINEERING SERVICES

14.1 Review of Plans, Assistance in Finalizing the Consent Agreement

The Township Solicitor and Engineer may be directed by the Township to assist in the preparation and/or approval of plans and specifications, to participate in any reviews, meetings, negotiations and/or servicings to finalize this Consent Agreement and to participate in, review and/or approve any construction.

14.2 Inspection of Construction by Township Engineer

Where directed by the Township, the Township Engineer shall inspect the installation and construction of the works (public services and work on the lots) from time to time. If the Township Engineer is not satisfied that such installation or construction is being done in accordance with the approved plan or in accordance with good engineering practice, he shall advise the Owner and/or the affected lot purchaser, plus the Township. The Township may deem that the work, if being done by others, is not proceeding in a proper manner and may stop the work and require that another Contractor be placed on the job to complete such and the costs involved shall be paid by the Owner and/or lot purchasers forthwith upon demand by the Township.

14.3 Township Legal and Engineer's Costs

The Owner hereby agrees to reimburse the Township for all reasonable engineering and legal costs incurred by the said Township for the preparation and supervision and enforcement of this agreement and any plans or specifications required by it, if in excess of any deposit, such payment to be made within 30 days of the delivery of demand from the Township to the Owner. The cost payable by the Owner hereunder shall not include any costs payable by any lot purchaser under Section 17 hereof. All outstanding accounts of the Township, at the time, shall be paid prior to the stamping of the deed and prior to the execution of the agreement.

14.4 Township Engineer's Involvement with Lot Grading and Driveway Review on Behalf of each lot purchaser

These services of the Township Engineer will be separate from the above and are covered in Section 17 hereto.

15. MATTERS TO BE ATTENDED TO PRIOR TO STAMPING OF THE DEED

Prior to the Township's stamping of the deed for the new building lot created, the Owner shall if applicable:

1. Have paid the sum for Drainage Assessment Reapportionment as required by Section 2.1.
2. Have paid the sum for street lighting as required by Section 6.
3. Have paid the sum for sidewalks as required by Section 7.
4. Have paid the sum for parkland fees as required by Section 8.
5. Have paid all outstanding accounts of the Township, including those required by Section 14.3.
6. Have made arrangements satisfactory to the Township to have this agreement registered against the new building lot as required by Section 19.
7. Have executed this agreement with the Township.

16. BUILDING PERMITS

16.1 Building Permit Format

Prior to applying for a building permit, the revised plan as required by Section 13.2 must be approved. A building permit format shall be used whereby the Owner shall not receive permission to frame until the foundation has been certified. The Owner shall have the completed foundation reviewed and certified by an Ontario Land Surveyor or a Professional Engineer and shall show such certification to the Township.

16.2 Development Charges

All development charges as applicable at the time must be paid prior to the issuance of a building permit. This also includes the water service charge outlined in Section 11. d)

16.3 Other Matters to be Attended to Prior to Issuance of a Building Permit

- a) Provide security deposit for lot grading and driveway construction.
- b) All fees, deposits, etc. required for Township's existing and future costs must be attended to.
- c) Obtain the entrance permit from the applicable authority.

17. SECURITY DEPOSITS FOR LOT GRADING AND DRIVEWAYS (for each lot)

17.1 Amount of Security

To ensure that the Owner, lot purchasers or their successors constructs acceptable lot grading, boulevard and driveway work, the Township will require a security of \$2,500 per lot, cash or certified cheque, prior to issuance of a building permit. This deposit shall be returned, as also specified below, to the lot owner at the time, without interest and less the costs of the Township Engineer's involvement with site plans, site reviews and any foundation certification works, and upon the Township Engineer's certification of lot grading and driveway construction and shall only be returned if any damages to existing services such as the Roads are attended to and if all other matters required by this agreement are attended to.

17.2 Owner of Security

The security deposit shall be deemed to be that of the current owner of the lot regardless of who filed the deposit. Any work required will be deemed to be the responsibility of the current lot owner. The security deposit shall be deemed to be that of the current owner of the lot regardless of who filled the deposit

17.3 Security to be Drawn on if Default

If there is any default in attending to repair of damages, to construction of driveways, to finishing of boulevards or to work on the lots, the Township, to the extent necessary, may use any part of or all of the deposit to attend to such.

17.4 Township Engineer's Costs

Based on a one-time review of the final lot grading, the estimated cost of the Township Engineer will be \$350.00 per lot. Multiple trips or revisions to the plan may increase these fees.

17.5 Release of Security

The scheduling of the release of the \$2,500 security shall be as follows: Firstly, \$1,500 is to be released upon completion of acceptable lot grading and subject to any damages to the road and boulevard areas to that point being repaired and less the Engineer's costs. Secondly the balance, \$1,000, is to be released upon completion of the driveway and boulevard work adjacent to the driveway and subject to repairs being made and less the final Engineering costs. Completion certificates will be issued at each release of funds.

17.6 Completion of Lot Grading

All lot grading and boulevard work is to be attended to within one (1) year of occupancy of each lot. If the work is not attended to by this time the Township may itself or authorize others, enter upon any lot and complete the lot grading at the expense of the security deposit.

17.7 Definition

For the purposes of this agreement, lot grading shall be deemed to be acceptable when the grading (including topsoil) has been completed to the elevations shown on the approved plan, sod has been placed or there is an established growth from seeding.

18. DEFAULT

In addition to any other remedy which the Township may have against the Owner or Lot Purchaser, who for purposes of this section are both referred to as the "Owner", for breach of this Agreement, the Township, at its option and after first notifying the Owner, may:

- a) Enter onto the lands and complete any work in respect of which there has been default and collect the cost of doing so from the Owner;
- b) Make any payment which ought to have been made by the Owner and collect the amount thereof from the Owner;
- c) Do any other thing required of the Owner by this agreement and collect the cost of so doing from the Owner;
- d) Apply any deposit in the Township's possession;
- e) Refuse to issue any further building permits;
- f) In the event of default by the Owner and the Township being required to perform any of the services herein mentioned in addition to any other remedy, the Township shall have the right to recover the cost of performing such services or collection of charges due in like manner as municipal taxes under the authority of Part XIV, Enforcement; being Section 427 of the Municipal Act, SO 2001, and amendments thereto.

19. REGISTRATION OF THIS AGREEMENT

19.1 The Owner and the Township agree to register or deposit this agreement in the appropriate Registry or Land Titles Office.

19.2 It is understood and agreed that after this Agreement has been registered or deposited on title it shall not be released by the Township until all terms and conditions of the agreement have been complied with to the Township's satisfaction. At such time, the Township, upon request, shall issue a Certificate of Compliance certifying compliance with this Agreement to the time of the Certificate.

20. EASEMENTS, BLOCKS

None are required.

21. MISCELLANEOUS

21.1 Agreement to Enure

The covenants, agreements, conditions and understandings herein contained on the part of the Owner shall run with the land and shall be binding upon it and upon its heirs, executors, administrators, successors and assigns as owners and occupiers of the said lands from time to time and shall be appurtenant to the adjoining roadways in the ownership of the Township or

County. Notwithstanding the generality of the above, each lot purchaser shall assume the applicable obligations of the Owner as they relate to work on the lot and with respect to finishing of the driveways and boulevards.

21.2 Variations

All work is to be in accordance with the approved plans and in accordance with the site plans to be prepared for the lot subject only to such changes as are approved by the Township in writing. Further, the Township reserves the right to waive or rescind any term or condition contained in this agreement provided that such condition is waived or rescinded by resolution of Council.

22. ESTOPPEL

The Owner agrees to not call into question directly or indirectly in any proceedings whatsoever in law or in equity or before any administrative tribunal, the right of the Township to enter into this agreement and to enforce each and every term, covenant and condition herein contained and this agreement may be pleaded as an estoppel against the Owner in any such proceedings.

IN WITNESS WHEREOF the Owner has hereunto set his hand and seal and the Township has hereunto affixed its Corporate Seal under the hands of its Mayor and Clerk on the day first written above.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

OWNER

Keith Reibling

David C. Piggott

Kim A. Piggott

THE CORPORATION OF THE TOWNSHIP OF
BLANDFORD-BLENHEIM

(SEAL)

Donald S. Woolcott
Donald S. Woolcott, Mayor

Keith Reibling
Keith Reibling, Clerk-Administrator

SCHEDULE "A"

Agreement Dated the 15th day of December, 2003.

ALL AND SINGULAR that certain parcel of tract of land and premises situate, lying and being in the Township of Blandford-Blenheim (former Township of Blandford), in the County of Oxford, being composed of Part of Lots 44, 45 and 46, Registered Plan 210 and Part of Lot 1, Concession 10, and more particularly described as Parts 1, 2, 3 and 4 on Reference Plan 41R-7238.

SCHEDULE "B"

CONSENT CONDITIONS

In the case of an Application for Consent as made under Section 53 of the Planning Act, R.S.O. 1990, as amended, as it affects the property located on the:

South side of Cuthbertson Street, near the intersection of Cuthbertson Street and John Street West (Country Road 8), in the Village of Bright.

Part Lot 1, Concession 10, Township of Blandford-Blenheim, formerly Blandford.

CONDITIONS:

1. *The lots be severed and the lot to be retained be appropriately re-zoned.*
2. *Application for draft plan of subdivision (32T-89016) be withdrawn, in writing, by the owner, to the satisfaction of the Secretary-Treasurer of the Land Division Committee.*
3. *Drainage assessment re-apportionment be undertaken pursuant to Section 65 of the Drainage Act, R.S.O., 1990, at the applicant's expense, to the satisfaction of the Township of Blandford-Blenheim.*
4. *The applicant enter into a standard Severance Agreement with the Township of Blandford-Blenheim, to the satisfaction of the Township. The Agreement will include provisions to restrict the locations of the proposed driveway access to County Road 8 and Cuthbertson Street as shown on Plate 3 of Report No. 2003-105.*
5. *The County of Oxford Department of Public Works advise the Secretary-Treasurer of the Land Division Committee that all requirements of the Township, financial requirements of the County of Oxford with respect to provision of water services to the subject property have been complied with.*
6. *The Clerk of the Township of Blandford-Blenheim advise the Secretary-Treasurer of the Land Division Committee that all requirements of the Township, financial, services, and otherwise have been complied with.*
7. *All stated conditions must be satisfied pursuant to Subsection 41, of Section 53 of the Planning Act, RSO 1990, as amended, within one year from the date of this Notice of Decision. If all conditions are not met within one year, this Application for Consent shall be deemed to be refused. The required instruments must be presented for clarification pursuant to Subsection 42, of Section 53 of the Planning Act, RSO 1990, as amended, within one year from the date of this Notice of Decision. If the said instruments are not presented and certified within one year, the consent herein shall elapse.*

Dated this 1st day of May, 2003.

SCHEDULE "C"**C.1 DRAINAGE**

- a) **Roof Drainage**
Roof drainage shall discharge onto the surface.
- b) **Lot Drainage**
 - surface flow
 - to be in accordance with approved plan
- c) **Foundation Drainage**
 - sump pump, pumped over foundation wall and discharged to surface

C.2 DRIVEWAY

- a) **Dimensions** -
The minimum width shall be 3.5m and the maximum width shall be 6.0m.
- b) **Materials**
250mm minimum of Granular A
50mm minimum of HL3 asphalt or driveway paving stones, or 150mm of reinforced concrete.

C.3 BOULEVARD CONSTRUCTION

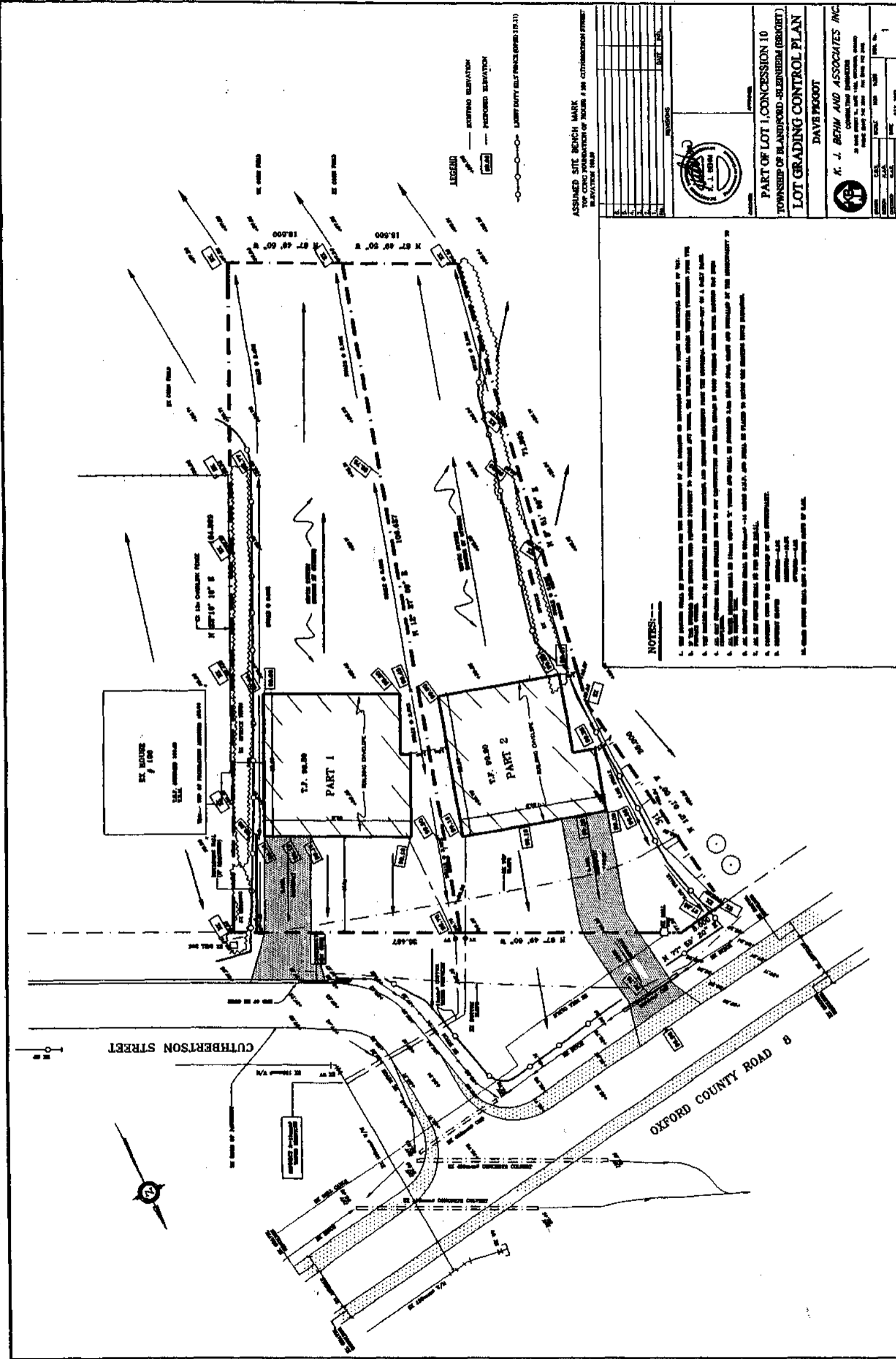
Boulevard to be topsoiled and sodded.

C.4 WATER WORKS

The County of Oxford will install an individual water service line for each lot from the main, as altered, on the north side of Cuthbertson Street in Bright.

The following works will be performed:

1. Installation of a 19mm Type K Copper water service line with main stops and curb stops from the water main to the property line in accordance with the policies and procedures of the County of Oxford.



BY-LAW NUMBER 1425-2004

A By-Law to amend Zoning By-Law Number 1360-2002, as amended.

WHEREAS the Municipal Council of the Corporation of the Township of Blandford-Blenheim deems it advisable to amend By-Law Number 1360-2002, as amended.

THEREFORE, the Municipal Council of the Corporation of the Township of Blandford-Blenheim, enacts as follows:

1. That Schedule "A" to By-Law Number 1360-2002 as amended, is hereby amended by changing to 'RR-5' and 'A1-6' the zone symbols of the lands so designated 'RR-5' and 'A1-6' on Schedule "A" attached hereto.
2. That Section 9.5 to By-Law Number 1360-2002, as amended is hereby amended by adding the following subsection at the end thereof.

"9.5.5 LOCATION: PART LOTS 18 & 19, CONCESSION 1 (BLENHEIM), RR-5

- 9.5.5.1** Notwithstanding any provision of this By-Law to the contrary, no person shall within any RR-5 Zone use any lot, or erect, alter or use any building or structure for any purpose except the following:

- all uses permitted in Section 9.1 of this By-Law.

- 9.5.5.2 Notwithstanding any provision of this By-Law to the contrary, no person shall within any RR-5 Zone use any lot, or erect, alter or use any building or structure for any purpose except in accordance with the following provisions:

9.5.5.2.1 REAR YARD

Minimum Depth for all main
and accessory buildings 76.0. m (249.3 ft).

- 9.5.5.2.2 All of the provisions of the RR Zone in Section 9.2 and all other relevant provisions contained in this By-law shall continue to apply mutatis mutandis."

3. That Section 6.5 to By-Law Number 1360-2002, as amended is hereby amended by adding the following subsection at the end thereof.

"6.5.6 LOCATION: PART LOT 19, CONCESSION 1 (BLENHEIM), A1-6

6.5.6.1 Notwithstanding any provision of this By-Law to the contrary, no person shall within any A1-6 Zone use any lot, or erect, alter or use any building or structure for any purpose except the following:

- all uses permitted in Section 6.1 of this By-Law.

6.5.6.2 Notwithstanding any provision of this By-Law to the contrary, no person shall within any A1-6 Zone use any lot, or erect, alter or use any building or structure for any purpose except in accordance with the following provisions:

6.5.6.2.1 LOT AREA

Minimum 4.8 ha (11.8 ac).

6.5.6.2.2 LOT FRONTAGE

Minimum 179 m (587 ft).

6.5.6.2.3 All of the provisions of the A1 Zone in Section 6.2 and all other relevant provisions contained in this By-law shall continue to apply mutatis mutandis."

4. This By-Law comes into force in accordance with Sections 34(21) and (30) of the Planning Act, R.S.O. 1990, as amended.

READ a first and second time this 7th day of January, 2004.

READ a third time and finally passed this 7th day of January, 2004.

(SEAL)


Donald S. Woolcott, Mayor

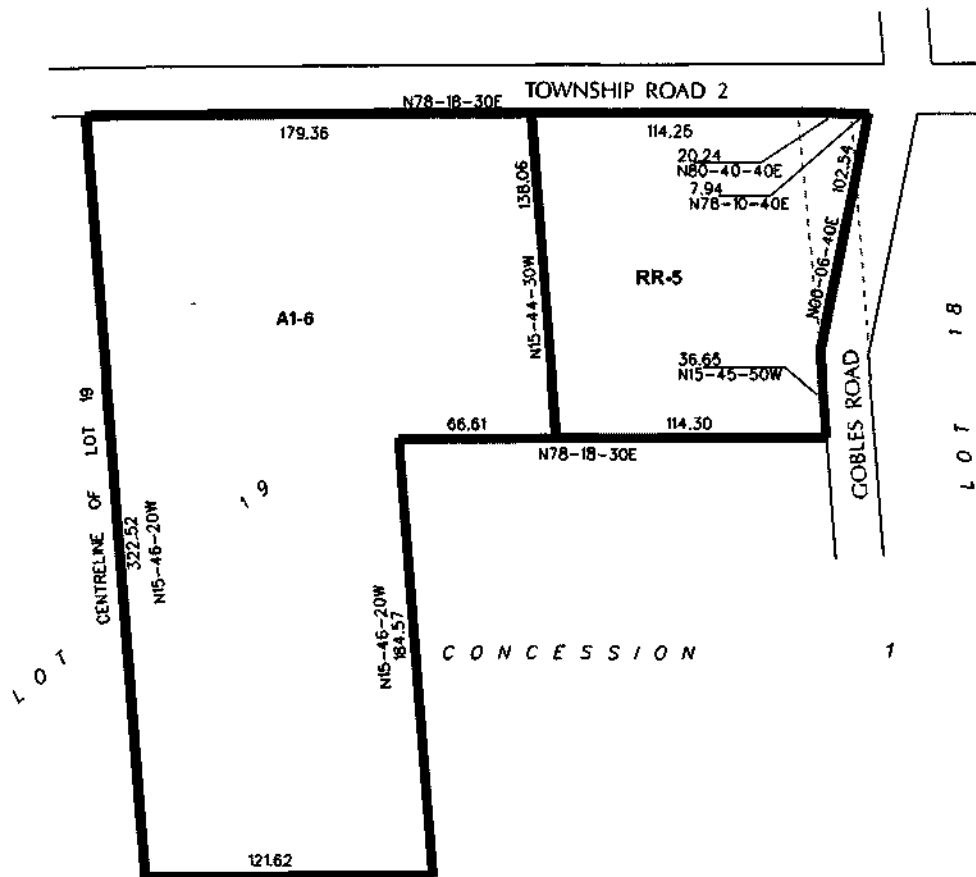
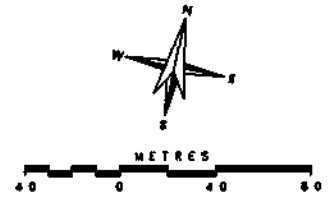

Keith Reibling, Clerk-Administrator

SCHEDULE "A"

TO BY-LAW No. 1425-2004

PART LOTS 18 & 19, & PART OF THE R/A BETWEEN LOTS 18 & 19, CONCESSION 1 (BLENHEIM)

TOWNSHIP OF BLANDFORD-BLENHEIM



THIS IS SCHEDULE "A"

TO BY-LAW NO. 1425-2004, PASSED

THE 7TH DAY OF JANUARY, 2004

- RR-5** AREA OF ZONE CHANGE TO RR-5
- A1-6** AREA OF ZONE CHANGE TO A1-6

NOTE: ALL DIMENSIONS IN METRES



© 2003

Donald S. Woolcott
Donald S. Woolcott MAYOR
Keith Reibling
Keith Reibling CLERK

ZON 1-03-8

TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1425-2004

EXPLANATORY NOTE

The purpose of By-Law Number 1425-2004 is to rezone lands located on the west side of Gobles Road and the south side of Township Road 2, and comprising Part Lots 18 and 19, Concession 1 (Blenheim), in the Township of Blandford-Blenheim from 'Residential Existing Lot Zone (RE)' and 'Limited Agricultural Zone (A1)' to 'Special Rural Residential Zone (RR-5)' and 'Special Limited Agricultural Zone (A1-6)' to reflect the existing and proposed residential use and agricultural use of the lands. A special provision is included in the RR-5 zone to establish a 76. m (249.3 ft) rear yard setback for all buildings, resulting in a building envelope only for the front one-third of the retained and new residential lots. Special provisions are included in the A1-6 zone to recognize the change in lot area and lot frontage of the agricultural parcel. The subject lands are currently owned by Chris and Debbie Demarest (855145 Gobles Road) and Joseph and Patricia Breault (706674 Township Road 2).

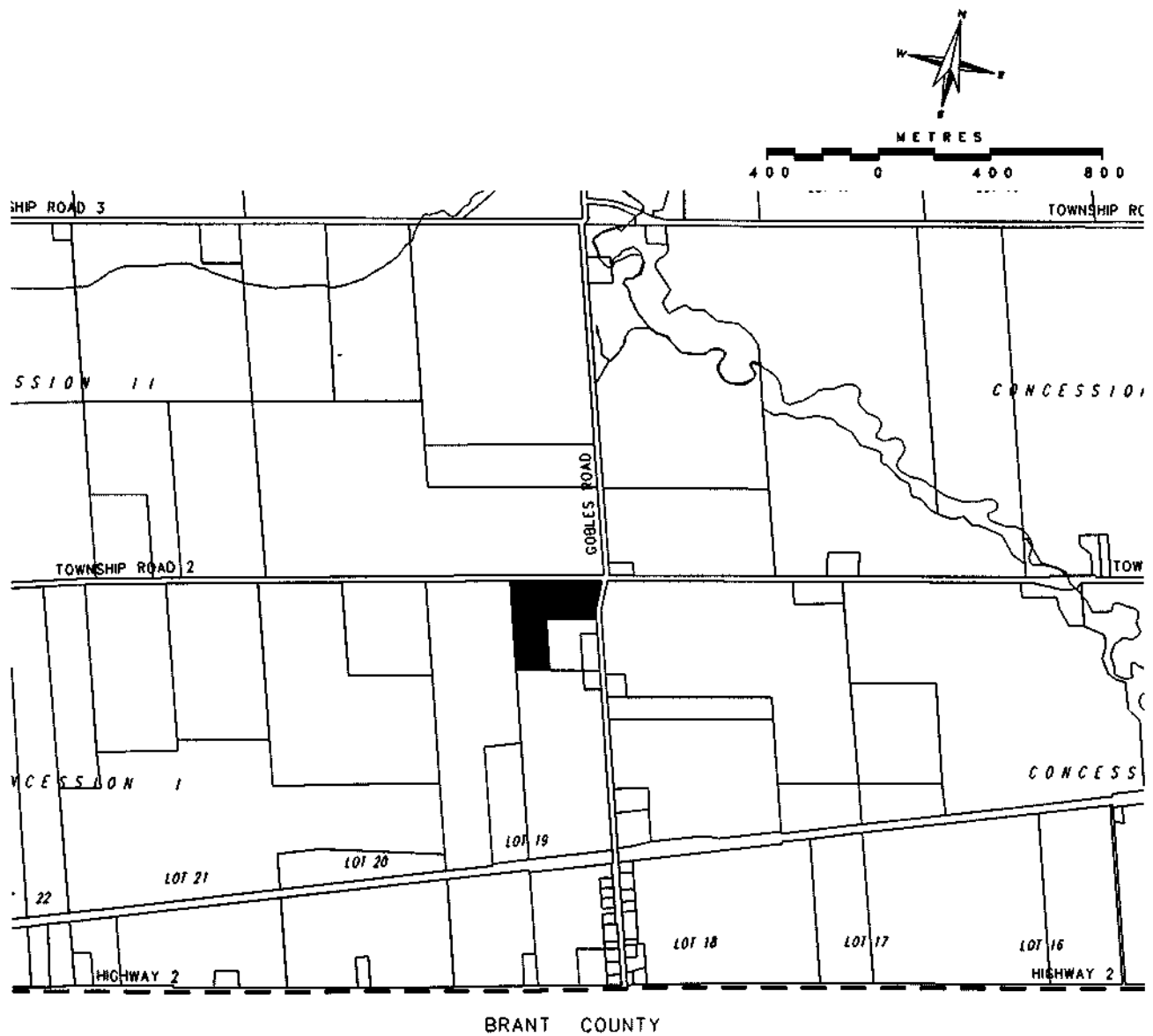
Municipal Council, after conducting the public hearing necessary to consider any comments to the proposed change in zone designation, approved By-Law Number 1425-2004. The public hearing was held on January 7, 2004.

Any person wishing further information relative to Zoning By-Law Number 1425-2004 may contact the undersigned.

Mr. Keith Reibling
Clerk-Administrator
Township of Blandford-Blenheim
P.O. Box 100
DRUMBO, Ontario
N0J 1G0

Telephone: 463-5347

KEY MAP



LANDS TO WHICH BY-LAW NO. **1425-2004** APPLIES

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM
BY-LAW NUMBER 1426-2004

Being a By-law to fix salaries, wages, and other employment matters to be paid to Council members, employees, various officers and servants of the municipality for the year 2004 and 2005.

WHEREAS Section 8 of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, provides that Councils of all municipalities have the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Act.

AND WHEREAS the municipality has several employees, officers and servants employed to provide services for the Council and residents of the municipality.

AND WHEREAS Council deems it advisable to establish by By-law the salaries, wages, and other employment matters to be paid to Council members, employees, various officers and servants of the municipality for a 2 year period.

NOW THEREFORE the Council of The Corporation of the Township of Blandford-Blenheim enacts as follows:


1. That the salaries and wages for Full-time and Part-time employees to be paid for the years 2004 and 2005 shall be as set forth in Schedule "A" attached hereto.
2. That the salaries and travel allowance for Council members to be paid for the years 2004 and 2005 shall be as set forth in Schedule "B" attached hereto.
3. That the salaries and wages for the Fire Department employees to be paid for the years 2004 and 2005 shall be as set forth in Schedule "C" attached hereto.
4. That the salaries and wages for the canine licensing Enforcement Officer, Fence-Viewers, Livestock Valuers, Property Standards Committee and Office Custodian to be paid for the years 2004 and 2005 shall be as set forth in Schedule "D" attached hereto.
5. All other employment matters such as clothing allowances, overtime provisions, travel allowances, convention and seminar policies etc. to be paid for the years 2004 and 2005 shall be as set forth in Schedule "E" attached hereto.

By-law Number **1426-2004** Cont'd.:

6. That the actual salaries and wages paid to individual employees contained in Schedule "A" attached hereto shall not be released as public information in accordance to provisions contained in the Municipal Freedom of Information and Protection of Privacy Act.
7. That minor amendments to any portion of this by-law during the term of the by-law may be done by resolution of Council.
8. That the provisions of this by-law are deemed to have taken full force and effect on the 13th day of December, 2003 and shall remain in force until repealed.
9. By-law Number 1390-2003 enacted the 5th day of February, 2003 is hereby repealed.
10. That this by-law may be cited as the Township of Blandford-Blenheim 2004 and 2005 Salary and Wage By-law.

By-law **READ** a **FIRST** and **SECOND** time this 7th day of January, 2004.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 7th day of January, 2004.


Donald S. Woolcott, Mayor

(SEAL)


Keith Reibling, Clerk-Administrator

SALARY SCHEDULE - TOWNSHIP OF BLANDFORD-BLENHEIM

FOR THE YEAR 2004 - - EFFECTIVE DECEMBER 13TH, 2003.

LEVEL	Point Range		Start Rate Step 1	STEP 2	STEP 3	STEP 4	STEP 5	Job Rate (hourly) STEP 6
A	751-800	No one in this range						
B	701-750	No one in this range						
C	651-700	Clerk-Administrator	\$34.00	\$35.19	\$36.42	\$37.70	\$39.02	\$40.38
D	601-650	Treasurer/Collector	\$27.80	\$28.77	\$29.78	\$30.82	\$31.90	\$33.02
E	567-600	Fire Chief	\$26.30	\$27.22	\$28.17	\$29.16	\$30.18	\$31.24
		Road Manager						
F	534-566	Chief Building Official/Drainage Supt. & By-Law Enforcement Officer	\$24.20	\$25.05	\$25.92	\$26.83	\$27.77	\$28.74
		Facility Manager						
G	501-533	No one in this range	\$20.70	\$21.42	\$22.17	\$22.95	\$23.75	
H	451-500	Building Inspector**	\$17.70	\$18.32	\$18.96	\$19.62	\$20.31	
		Road Supervisor						
I	401-450	No one in this range	\$17.14	\$17.74	\$18.36	\$19.00	\$19.67	
J	351-400	Accounting Clerk	\$16.60	\$17.18	\$17.78	\$18.40		
		Adm. Assistant to Clerk-Adm.						
		Equipment Operator/Labourer						
		Facility Attendant						
K	301-350	No position in this range	\$15.75	\$16.30	\$16.87	\$17.46		
L	251-300	Arena Bookkeeper-Part-time/Casual	\$15.00	\$15.53	\$16.07	\$16.63		
M	201-250	Arena Worker - Full Time	\$14.25	\$14.75	\$15.26			
		Labourer/Op-Arena (Part-Time/Cas.)						
		Labourer/Op-Roads (Part-Time/Cas.)						
N	151-200	Labourer (General -All Departments)	\$9.50	\$9.83	\$10.18			
		- Part-Time and Casual						

Position	Start	Second Year	Third Year and Over
Students 18 years of age and over	Minimum Wage	Minimum Wage + \$0.15	Minimum Wage + \$0.25
Students under 18 years of age	Minimum Wage	Minimum Wage + \$0.15	Minimum Wage + \$0.25

** The points assigned to **Building Inspector** under the Pay Equity Plan were 414. However, the external survey demonstrates that the hourly rate paid to Building Inspectors in the municipalities canvassed is equal to the hourly rate paid to a Road Supervisor. Accordingly, even though the points assigned under the Pay Equity Plan would suggest that Building Inspector should be a Level I position, it has been placed in Level H in recognition of a skill shortage that is causing an inflation in compensation. [Pay Equity Act, Section 8 (1) (e)]. The Fire Chief and Building Inspector is a shared position.

SCHEDULE "A", Page 1 to BY-LAW #1426-2004

SALARY SCHEDULE - TOWNSHIP OF BLANDFORD-BLENHEIM

FOR THE YEAR 2005 - - EFFECTIVE DECEMBER 25, 2004.

LEVEL	Point Range		Start Rate Step 1	STEP 2	STEP 3	STEP 4	STEP 5	Job Rate (hourly) STEP 6
A	751-800	No one in this range						
B	701-750	No one in this range						
C	651-700	Clerk-Administrator	\$34.68	\$35.89	\$37.15	\$38.45	\$39.80	\$41.19
D	601-650	Treasurer/Collector	\$28.36	\$29.35	\$30.38	\$31.44	\$32.54	\$33.68
E	567-600	Fire Chief	\$26.83	\$27.76	\$28.74	\$29.74	\$30.78	\$31.86
		Road Manager						
F	534-566	Chief Building Official/Drainage Supt. & By-Law Enforcement Officer Facility Manager	\$24.68	\$25.55	\$26.44	\$27.37	\$28.33	\$29.32
G	501-533	No one in this range	\$21.11	\$21.85	\$22.62	\$23.41	\$24.23	
H	451-500	Building Inspector** Road Supervisor	\$18.05	\$18.69	\$19.34	\$20.02	\$20.72	
I	401-450	No one in this range	\$17.48	\$18.09	\$18.73	\$19.38	\$20.06	
J	351-400	Accounting Clerk Adm. Assistant to Clerk-Adm. Equipment Operator/Labourer Facility Attendant	\$16.93	\$17.52	\$18.14	\$18.77		
K	301-350	No position in this range	\$16.07	\$16.63	\$17.21	\$17.81		
L	251-300	Arena Bookkeeper-Part-time/Casual	\$15.30	\$15.84	\$16.39	\$16.96		
M	201-250	Arena Worker - Full Time Labourer/Op-Arena (Part-Time/Cas.) Labourer/Op.-Roads (Part-Time/Cas.)	\$14.54	\$15.04	\$15.57			
N	151-200	Labourer (General -All Departments) - Part-Time and Casual	\$9.69	\$10.03	\$10.38			

Position	Start	Second Year	Third Year and Over
Students 18 years of age and over	Minimum Wage	Minimum Wage + \$0.15	Minimum Wage + \$0.25
Students under 18 years of age	Minimum Wage	Minimum Wage + \$0.15	Minimum Wage + \$0.25

** The points assigned to **Building Inspector** under the Pay Equity Plan were 414. However, the external survey demonstrates that hourly rate paid to Building Inspectors in the municipalities canvassed is equal to the hourly rate paid to a Road Supervisor. Accordingly, even though the points assigned under the Pay Equity Plan would suggest that Building Inspector should be a Level I position, it has been placed in Level H in recognition of a skill shortage that is causing an inflation in compensation. [Pay Equity Act, Section 8 (1) (e)]. The Fire Chief and Building Inspector is a shared position.

SCHEDULE "A", Page 2 to BY-LAW #1426-2004

SCHEDULE "B"

2004 COUNCIL RATES

		Per Annum
<u>MAYOR</u>	\$943.83 per month	(\$11,326.00)
<u>COUNCILLORS</u>	\$714.50 per month	(\$ 8,574.00)

Effective January 1st, 2004.

2005 COUNCIL RATES

		Per Annum
<u>MAYOR</u>	\$1,115.92 per month	(\$13,391.00)
<u>COUNCILLORS</u>	\$ 774.50 per month	(\$ 9,294.00)

Effective January 1st, 2005.

Plus .37 cents per kilometre for the distance travelled in the performance of such duties outside the municipality apart from attendance at general or specific meetings by Council.

Approved by Council January 7th, 2004.

SCHEDULE "C"

2004 FIRE DEPARTMENT SALARIES

Be it Resolved that Council adopts the following wage schedule for the volunteer fire departments, effective December 1, 2003:

- Deputy District Fire Chief (4) - \$1,539.37 per annum
- Eight (8) Captains (Two (2) for Each Station) - \$623.81 per annum each
- Four (4) Bookkeepers - (One for Each Station) - \$159.14 per annum each
- Firefighting - \$24.91 per hour
- Practices and Mutual Aid Meetings - \$20.76
- Training Facilitators, Fire Prevention Educators and Special Assignments, when approved by the Fire Chief - \$15.45 per hour
- Initial CPR, First Aid Training, First Responder Courses and Day Seminars approved by the Fire Chief shall be paid - \$136.86 per day
- Travel Allowance - \$.37 per kilometre

2005 FIRE DEPARTMENT SALARIES

Be it Resolved that Council adopts the following wage schedule for the volunteer fire departments, effective December 1, 2004:

- Deputy District Fire Chief (4) - \$1,570.16 per annum
- Eight (8) Captains (Two (2) for Each Station) - \$636.29 per annum each
- Four (4) Bookkeepers - (One for Each Station) - \$162.32 per annum each
- Firefighting - \$25.41 per hour
- Practices and Mutual Aid Meetings - \$21.18
- Training Facilitators, Fire Prevention Educators and Special Assignments, when approved by the Fire Chief - \$15.76 per hour
- Initial CPR, First Aid Training, First Responder Courses and Day Seminars approved by the Fire Chief shall be paid - \$139.60 per day
- Travel Allowance - \$.37 per kilometre

Approved by Council January 7th, 2004.

SCHEDULE "D"

2004 and 2005 SALARY STRUCTURE

The following salary and wage rates shall apply for the positions listed:

1. The **By-law Enforcement Officer** listed in By-law Number 1335-2001, and amendments thereto, shall be paid the following wage and travel allowance when requested to serve to enforce the penalties Section of By-law Number 1313-2000, and amendments thereto, being the Township's Dog By-law:
 - \$22.50 per hour plus \$0.37 per kilometer commencing from the Municipal Office
2. The **Fence-Viewers** appointed by By-law Number 1041-95, and amendments thereto, shall be paid the following salary and travel allowance when requested to serve:
 - \$40.00 per half day or \$80.00 per full day, plus \$0.37 per kilometer commencing from the Municipal Office.
3. The **Livestock Valuers** appointed by By-law Number 1041-95, and amendments thereto, shall be paid the following wage and travel allowance when requested to serve:
 - \$14.00 per hour (2 hour minimum), plus \$0.37 per kilometer commencing from the Municipal Office.
4. The **Property Standards Committee** members appointed by By-law Number 940-92, and amendments thereto, shall be paid the following wage and travel allowance when requested to serve:
 - \$14.00 per hour (2 hour minimum), plus \$0.37 per kilometer commencing from the Municipal Office.
5. The **Office Custodian** as described in the Job Description/Agreement dated May 16, 2001 shall be paid the following rate for services provided as per the Agreement:
 - \$185.40 per month for 2004 and
 - \$189.11 per month for 2005

Approved by Council January 7th, 2004.

SCHEDULE "E"

OTHER RELATED EMPLOYMENT MATTERS - 2004 and 2005

1. Clothing Allowances:

1.1 The Township will pay for the actual amount expended up to the Maximum listed for all **Road Department** employees on an annual basis:

- safety boots - \$100.00
- summer T-shirt (3), safety colour

The Township will also provide, when required, (to remain at the shop) other necessary items for safety: winter bomber coat, with safety stripping; winter bib-overall, with safety stripping; summer coverall, with safety stripping; safety hat and safety eye goggles. Other clothes items for specific tasks: eg. gloves, rain boots and gear, summer shop coveralls etc. will also be provided. Appropriate safety items are to be worn in view at all times.

1.2 The Township will pay for the actual amount expended up to the Maximum listed for all **Arena and Parks Department** employees on an annual basis:

- safety boots - \$100.00 (full-time employees)
- work shirts with Arena staff logo stitched on (2 for full-time & 1 for part-time)
- ball cap with Arena staff logo stitched on (1 for all full-time & part-time staff)

The Township will also provide, when required, (to remain at the arena) other necessary clothes for specific tasks: eg. gloves, summer shop coveralls, winter jackets for ice making procedures, safety hat, safety eye goggles etc. Identification clothing to be worn at all times at work, as well as safety items at the appropriate times.

1.3 The Township will pay the actual amount expended up to the Maximum listed for the **Chief Building Official/Drainage Superintendent and Fire Chief, Building Inspector** on an annual basis:

- safety boots - \$100.00

The Township will also provide, when required, other necessary clothes for specific tasks: eg. gloves, rain boots and gear, summer and winter coveralls, safety hat etc. Safety items are to be worn at the appropriate times.

2. Overtime Policies:

2.1 Employees listed in Level C through to F are considered salaried and shall receive straight time overtime for all hours worked on their normal week-end and all recognized holidays at the hourly rates listed in Schedule "A".

2.2 Employees listed in Level C through to E shall receive 5 days, time in lieu or cash payment for up to 75% of the value of the five days or any part thereof remaining at the time of the last pay period for the calendar year in recognition of extra time that Department Heads/Managers commit to the job above their regular work week hours.

By-law Number **1426-2004**

2. Overtime Policies Cont'd.:

- 2.3 Employees listed in Level F are entitled to time in lieu or a cash payment for up to 75% of the value of the time in lieu remaining at the time of the last pay period for the calendar year where the individual can document that additional hours have been spent above their regular work week hours to a maximum of 5 days.
- 2.4 Employees listed in Level H to Level N are considered hourly rated employees and shall be compensated in accordance with provisions in the Employment Standards Act, and amendments thereto, with the following exceptions that apply to the Arena and Road Full-time employees:
 - 2.4.1 Time and one-half will be paid to employees who work prior to their normal starting/ending time during the normal work week.
 - 2.4.2 Time and one-half will be paid to employees who work on 1st day of the week end (Friday and/or Saturday) and all statutory – paid holidays with the exception of Christmas Day, Boxing Day and New Year's Day.
 - 2.4.3 Double time will be paid to employees who work on the 2nd day of the week end (Saturday and/or Sunday) plus the following statutory – paid holidays; Christmas Day, Boxing Day and New Year's Day.
 - 2.4.4 A minimum guarantee of 3 hours pay at the applicable rate will be paid to employees who work on the applicable week end and statutory – paid holidays.
 - 2.4.5 All employees in this category may, with the approval of their immediate supervisor take time of in lieu of overtime providing it is taken within the same two-week pay period that the overtime was earned.

3. Travel Allowances:

- 3.1 **Clerk-Administrator/Facility Manager:** Vehicle allowance - \$28.85 bi-weekly - stand-by*, plus 37¢ per km. for travel associated with work, apart from the distance normally travelled to the place of employment.

* Stand-by is reduced by the actual travel accumulated in excess of \$28.85 bi-weekly, calculated on an annual basis.

- 3.2 **CBO/Drainage Superintendent and Fire Chief, Building Inspector:** Vehicle provided from the office. Vehicle can be taken to place of residence for work related duties, under the direction of the immediate supervisor. For convenience purposes Section 4.4 may also apply.

By-law Number **1426-2004**

3. **Travel Allowances Cont'd.:**

3.3 **Road Manager & Road Supervisor:** Vehicle provided from residence for the employee providing the service. Taxable benefits for personal use of vehicle will apply in accordance with Income tax policies.

3.4 **GENERAL:** All other employees required to provide work related travel, not specifically mentioned, shall be paid 37¢ per km. commencing at the place of employment. The spare road department vehicle is to be made available to all Township Departments from time to time.

4. The following policy is established for Council Members and Municipal Officials attending Conventions and Seminars:

The Township will pay the following expenses:

4.1 Registration Fees

4.2 Hotel Accommodations

4.3 Transportation Costs

4.4 Parking Fees

4.5 \$55.00 per day or part thereof for miscellaneous expenses where overnight accommodation is involved.

4.6 Expenses for One Day Training sessions and seminars will be reimbursed upon submission of receipts for actual expenses incurred.

Adopted by Council on January 7th, 2004.

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1427-2004

Being a By-law to appoint the Members of Council to the Township of Blandford-Blenheim, Committee of Adjustment for the year 2004.

WHEREAS Section 44 (1) of the Planning Act, R.S.O. 1990, Chapter P.13, and amendments thereto, provides that Council may by by-law constitute and appoint a committee of adjustment for the municipality since they have enacted a zoning by-law.

AND WHEREAS Section 44 (3) of the Planning Act states that the term of office for committee members who are members of a municipal council shall be appointed annually.

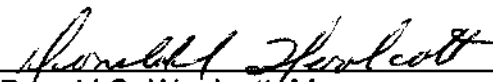
NOW THEREFORE the Council of the Corporation of the Township of Blandford-Blenheim enacts as follows:

1. That the Committee of Adjustment for the Corporation of the Township of Blandford-Blenheim is hereby constituted and the following persons are hereby appointed as its members for the year 2004.
 - 1) Donald S. Woolcott
 - 2) Gail Ashby
 - 3) Jeff Glendinning
 - 4) Kenn Howling
 - 5) Marion Wearn
2. The Mayor and/or Acting Mayor shall serve as the Chairperson of the Committee of Adjustment.
3. That the provisions of this by-law are deemed to have taken full force and effect on the 1st day of January, 2004, and shall remain in force until a subsequent by-law is enacted.
4. By-law Number 1391-2003 enacted the 5th day of February, 2003, is hereby repealed.

By-law **READ** a **FIRST** and **SECOND** time this 7th day of January, 2004.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 7th day of January, 2004.

(SEAL)


Donald S. Woolcott, Mayor


Keith Reibling, Clerk/Administrator

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1428-2004

Being a by-law to establish an Interim Tax Levy for the year 2004.

WHEREAS, Section 317 (1) of the Municipal Act S.O. 2001, provides that the council of a local municipality, before the adoption of the estimates for the year under Section 290, may pass a by-law levying amounts on the assessment of property in the local municipality rateable for local municipality purposes.

AND WHEREAS, Section 317 (3) of the Municipal Act S.O. 2001 states that the amount levied on a property shall not exceed 50% of the total amount of taxes for municipal and school purposes levied on the property for the previous year.

NOW THEREFORE, the Council of the Corporation of the Township of Blandford-Blenheim enacts as follows:

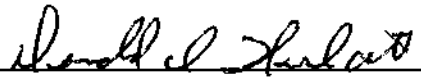
1. That for the year 2004 the interim levy shall be levied raised and calculated on all real property taxable and liable to pay the same according the last revised assessment roll in an amount not to exceed **50%** of the total amount of the taxes for municipal and school purposes on the property for the previous year.
2. Local improvement charges for municipal drainage debenture loans, tile drainage debenture loans, the Bright Water System, and the Drumbo Water and Sewage System and the Plattsville Water and Sewage System, shall have $\frac{1}{2}$ of the total due for the year placed on the interim bill.
4. The said interim tax levy shall be due and payable in two installments to the Township office 47 Wilmot Street S. Drumbo On N0J 1G0 on or before the following dates:

First Installment
Second Installment

February 20, 2004
May 21, 2004

By-law **READ** a **FIRST** and **SECOND** time this 21st day of January 2004.

By-Law **READ** a **THIRD** time and **ENACTED** in Open Council this 21st day of January, 2004.


Donald S. Woolcott, Mayor

(SEAL)


Keith Reibling, Clerk-Administrator

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM
BY-LAW NUMBER 1429-2004

Being a By-law to provide for the appointment of persons to serve as Fence-Viewers, Livestock Valuers and Poundkeeper in the Township of Blandford-Blenheim.

WHEREAS the Line Fences Act, R.S.O. 1990, Chapter L.17, Section 2, and amendments thereto, provides that the Council of every local municipality shall by by-law appoint such numbers of fence-viewers as are required to carry out the provisions of the Act.

AND WHEREAS the Livestock, Poultry and Honey Bee Protection Act, R.S.O. 1990, Chapter L.24, Part 1, Section 4, and amendments thereto, provides that the Council of every local municipality shall appoint one or more persons as valuers of live stock and poultry for the purposes of the Act.

WHEREAS Section 8 of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, provides that Councils of all municipalities have the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Act.

AND WHEREAS Council deems it necessary to appoint a person under the authority of the Municipal Act to serve as Poundkeeper to carry out the provisions of the Pounds Act, R.S.O. 1990, Chapter P.17, and amendments thereto.

AND WHEREAS Council deems it advisable to update the current list of appointments contained in By-law Number 1041-95.

NOW THEREFORE the Council of the Corporation of the Township of Blandford-Blenheim enacts as follows:


1. The following persons are appointed as **"Fence-Viewers"**:
 - 1.1 Mr. Elmer Bretz, R.R.#1, Plattsville, Ontario. N0J 1S0
 - 1.2 Mr. Keith Elmes, R.R.#1, Drumbo, Ontario. N0J 1G0
 - 1.3 Mr. Arnold Haskett, R.R.#1, Bright, Ontario. N0J 1B0
 - 1.4 Mr. Gary Hofstetter, R.R.#1, Bright, Ontario. N0J 1B0
 - 1.5 Mr. Keith Hubbard, R.R.#3, Bright, Ontario. N0J 1B0
2. The following persons are appointed as **"Livestock Valuers"**:
 - 1.1 Mr. Arnold Haskett, R.R.#1, Bright, Ontario. N0J 1B0
 - 1.2 Mr. James Magee, R.R.#2, Drumbo, Ontario. N0J 1G0
3. The following person is appointed as **"Poundkeeper"**:
 - 1.1 Mr. Arnold Haskett, R.R.#1, Bright, Ontario. N0J 1B0


4. The remuneration for the positions outlined in Sections 1, and 2 described herein shall be in accordance with the following procedure:
 - 4.1 Fence-Viewers and Livestock Valuers shall be paid in accordance with Schedule "D" of the current Salary and Wage By-law of the Township.
 - 4.2 Poundkeepers shall receive remuneration in accordance with the Pounds Act, R.S.O. 1990, and amendments thereto.
4. By-law Number 1041-95 enacted the 18th day of January, 1995, is hereby repealed.

By-law **READ** a **FIRST** and **SECOND** time this 21st day of January, 2004.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 21st day of January, 2004.

(SEAL)


Donald S. Woolcott, Mayor


Keith Reibling, Clerk-Administrator

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1430-2004

A By-Law to amend Zoning By-Law Number 1360-2002, as amended.

WHEREAS the Municipal Council of the Corporation of the Township of Blandford-Blenheim deems it advisable to amend By-Law Number 1360-2002, as amended.

THEREFORE, the Municipal Council of the Corporation of the Township of Blandford-Blenheim, enacts as follows:

1. That Schedule "A" to By-Law Number 1360-2002 as amended, is hereby amended by changing to 'RR-6' the zone symbol of the lands so designated 'RR-6' on Schedule "A" attached hereto.
2. That Section 9.5 to By-Law Number 1360-2002, as amended is hereby amended by adding the following subsection at the end thereof.

"9.5.6 LOCATION: PART LOT 4, CONCESSION 8 (BLENHEIM), RR-6

9.5.6.1 Notwithstanding any provision of this By-Law to the contrary, no person shall within any RR-6 Zone use any lot, or erect, alter or use any building or structure for any purpose except the following:

- all uses permitted in Section 9.1 of this By-Law.

9.5.6.2 Notwithstanding any provision of this By-Law to the contrary, no person shall within any RR-6 Zone use any lot, or erect, alter or use any building or structure for any purpose except in accordance with the following provisions:

9.5.6.2.1 SPECIAL PROVISIONS FOR AN ACCESSORY BUILDING IN A RESIDENTIAL ZONE

(i) Maximum Ground Floor Area - 143 m² (1539 ft²);


(ii) Maximum Height - as existing on the date of the passing of this by-law.

9.5.6.2.2 All of the provisions of the RR Zone in Section 9.2 and all other relevant provisions contained in this By-law shall continue to apply mutatis mutandis."

3. This By-Law comes into force in accordance with Sections 34(21) and (30) of the Planning Act, R.S.O. 1990, as amended.

READ a first and second time this 4th day of February, 2004.

READ a third time and finally passed this 4th day of February, 2004.


Donald S. Woolcott, Mayor

(SEAL)

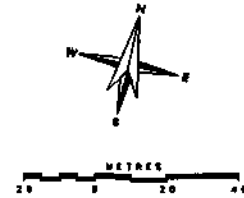

Keith Reibling, Clerk/Administrator

SCHEDULE "A"

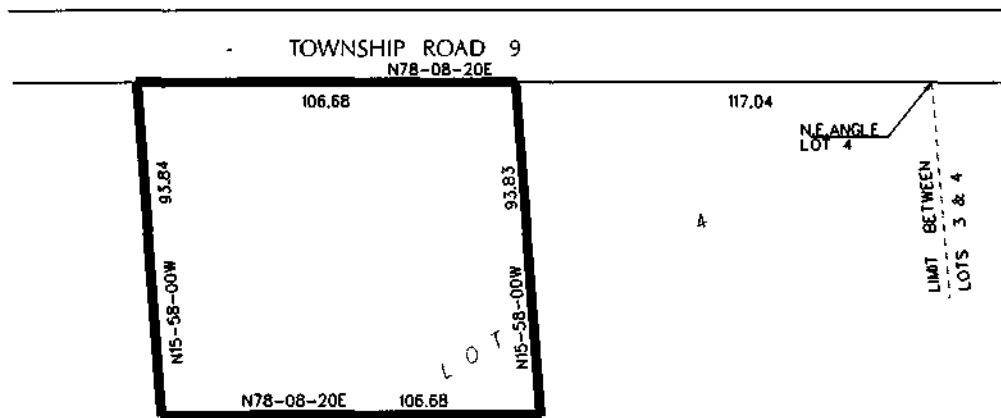
TO BY-LAW No. 1430-2004

PART LOT 4, CONCESSION 8 (BLENHIEM)

TOWNSHIP OF BLANDFORD-BLENHEIM



CONCESSION 9




CONCESSION 8

THIS IS SCHEDULE "A"

TO BY-LAW No. 1430-2004, PASSED

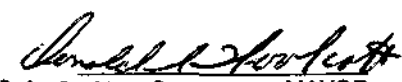

THE 4TH DAY OF FEBRUARY, 2004

 AREA OF ZONE CHANGE TO RR-6

NOTE: ALL DIMENSIONS IN METRES



©2003


Donald S. Woolcott MAYOR

Keith Reibling CLERK

ZON 1-03-10

TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1430-2004

EXPLANATORY NOTE

The purpose of By-Law Number 1430-2004 is to rezone lands located on the south side of Township Road 9, between Trussler Road and the Nith River, and comprising Part Lot 4, Concession 8 (Blenheim), in the Township of Blandford-Blenheim from 'General Agricultural Zone (A2)' to 'Special Rural Residential Zone (RR-6)' to reflect the rural non-farm residential use of the lands. Special provisions were included to allow an existing oversize accessory structure. The subject lands are currently owned by Lois Ruth Macdonald.

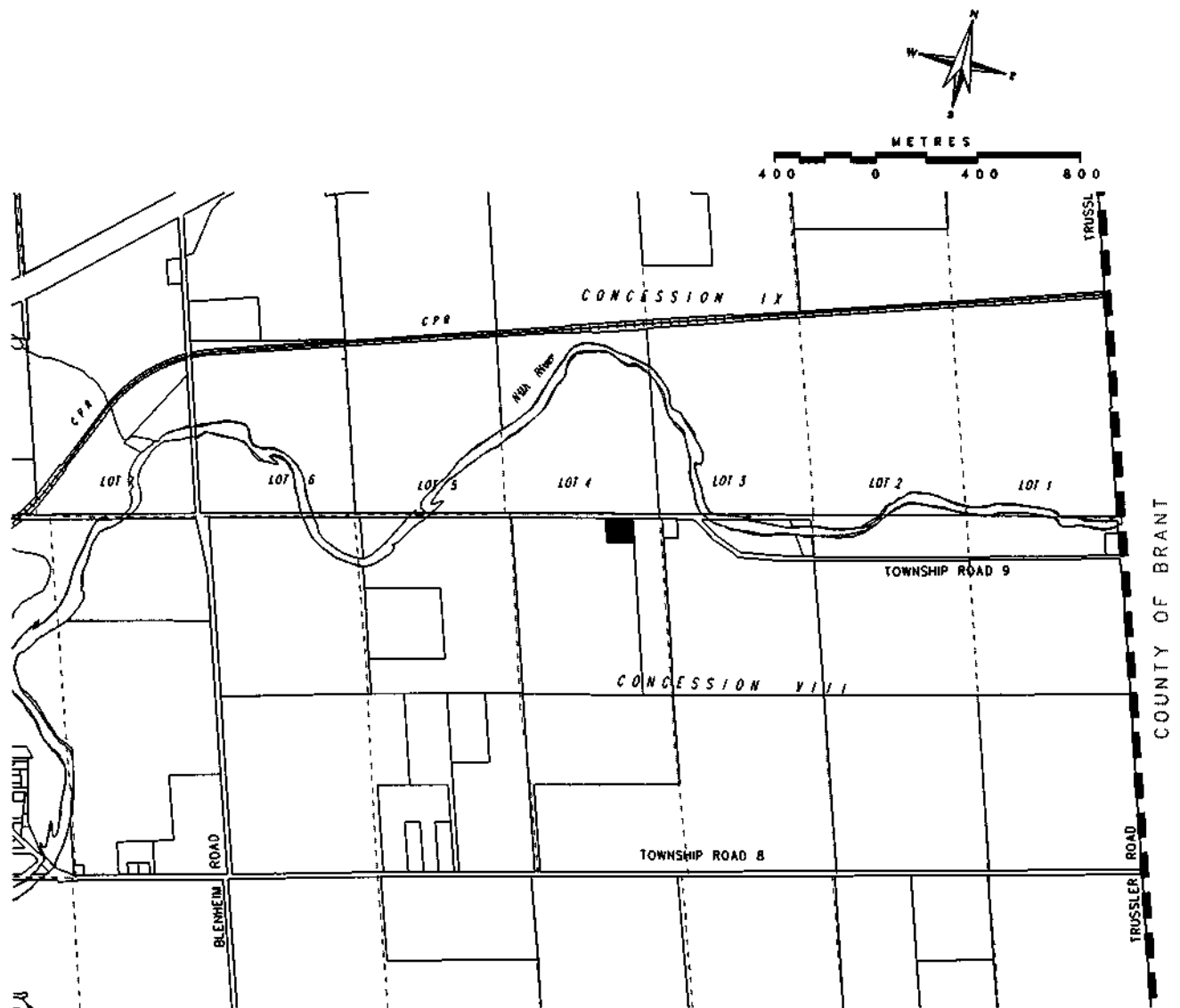
Municipal Council, after conducting the public hearing necessary to consider any comments to the proposed change in zone designation, approved By-Law Number 1430-2004. The public hearing was held on February 4, 2004.

Any person wishing further information relative to Zoning By-Law Number 1430-2004 may contact the undersigned.

Mr. Keith Reibling
Clerk-Administrator
Township of Blandford-Blenheim
P.O. Box 100
DRUMBO, Ontario
N0J 1G0

Telephone: 463-5347

KEY MAP



LANDS TO WHICH BY-LAW **1430-2004** APPLIES

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1431-2004

Being a By-law to regulate minimum standards for maintenance and occupancy for all properties in the Township of Blandford-Blenheim.

WHEREAS under Section 15.1(3) of the *Building Code Act*, S.O. 1992, c.23, and amendments thereto, a by-law may be passed by the Council of a municipality prescribing the standards for the maintenance and occupancy of property within the municipality provided the Official Plan for the municipality includes provisions relating to property conditions;

AND WHEREAS the Official Plan pertaining to The Township of Blandford-Blenheim includes provisions relating to property conditions;

AND WHEREAS the Council of The Corporation of The Township of Blandford-Blenheim is desirous of passing a by-law under Section 15.1(3) of the *Building Code Act*, S.O. 1992, c.23;

AND WHEREAS Section 15.6(1) of the *Building Code Act*, S.O. 1992, c.23 requires that a by-law passed under Section 15.1(3) of the *Building Code Act*, S.O. 1992, c.23 shall provide for the establishment of a Property Standards Committee;

NOW THEREFORE the Council of The Corporation of The Township of Blandford-Blenheim hereby enacts the following:

**ARTICLE I
SHORT TITLE**

1.1 Citation

This Bylaw may be cited and known as the "Property Standards By-law".

**ARTICLE 2
DEFINITIONS**

In this by-law:

2.1 "Accessory Building" means a detached building or structure, not used for human habitation, that is subordinate to the primary use of the same property.

2.3 "Approved" means acceptance by the Property Standards Officer.

2.4 "Basement" means that space of a building that is partly below grade which has half or more of its height, measured from floor to ceiling above the average exterior finished grade.

2.5 "Cellar" means that space of a building that is partly or entirely below grade which has more than half of its height, measured from floor to ceiling below the average exterior finished grade.

2.6 "Committee" means the Township of Blandford-Blenheim Property Standards Committee.

2.7 "Dwelling" means a building or structure or part of a building or structure, occupied or capable of being occupied in whole or in part for the purpose of human habitation.

2.8 "Dwelling Unit" means a room or a suite of rooms operated as a housekeeping unit used or intended to be used as a domicile by one or more persons and supporting general living conditions usually including cooking, eating, sleeping, and sanitary facilities.

2.9 "First Storey" means that part of a building having a floor area closest to grade with a ceiling height of more than 1.8 metres (6 feet) above grade.

AND WHEREAS Section 15.6(1) of the *Building Code Act*, S.O. 1992, c.23 requires that a by-law passed under Section 15.1(3) of the *Building Code Act*, S.O. 1992, c.23 shall provide for the establishment of a Property Standards Committee;

Better wording of this section of the By-law would be:

AND WHEREAS Section 15 of the Building Code Act, S.O. 1992, c. 23, and amendments thereto, specifically Section 15.6 – (1), and amendments thereto, requires that a by-law passed under Section 15 of the Act shall provide for the establishment of a Property Standards Committee;

2.10 "Guard" means a protective barrier installed around openings in floor areas or on the open sides of a stairway, a landing, a balcony, a mezzanine, a gallery, a raised walkway, and other locations as required to prevent accidental falls from one level to another. Such barriers may or may not have openings through them.

2.11 "Habitable Room" means any room in a dwelling unit used for or capable of being used for living, cooking, sleeping or eating purposes.

2.12 "Means of Egress" means a continuous, unobstructed path of travel provided by a doorway, hallway, corridor, exterior passage way, balcony, lobby, stair, ramp, or other exit facility used for the escape of persons from any point within a building, a floor area, a room, or a contained open space to a public thoroughfare or an approved area of refuge usually located outside the building.

2.13 "Non-Habitable Room" means any room in a dwelling or dwelling unit other than a habitable room and includes a bathroom, a toilet room, laundry, pantry, lobby, corridor, stairway, closet, boiler room, or other space for service and maintenance of the dwelling for public use, and for access to and vertical travel between storeys, and basement or part thereof which does not comply with the standards of fitness for occupancy set out in this By-Law.

2.14 "Non-Residential Property" means a building or structure or part of a building or structure not occupied in whole or in part for the purpose of human habitation, and includes the lands and premises appurtenant and all of the outbuildings, fences or erections thereon or therein.

2.15 "Occupant" means any person or persons over the age of 18 years in possession of the property.

2.16 "Owner" includes,

- a) the person for the time being managing or receiving the rent of the land or premises in connection with which the word is used, whether on the person's own account or as agent or trustee of any other person, or who would so receive the rent if such land and premises were let, and
- b) a lessee or occupant of the property who, under the terms of a lease, is required to repair and maintain the property in accordance with the standards for the maintenance and occupancy of the property.

2.17 "Person" means an individual, firm, corporation, association or partnership.

2.18 "Property" means a building or structure or part of a building or structure, and includes the lands and premises appurtenant thereto and all mobile homes, mobile buildings, mobile structures, outbuildings, fences and erections thereon whether heretofore or hereafter erected, and includes vacant property.

2.19 "Property Standards Officer" means the Chief Building Official and all Inspectors who may from time to time be appointed by the Council of The Corporation of the Township of Blandford-Blenheim to administer and enforce this bylaw.

2.20 "Residential Property" means any property that is used or designed for use as a domestic establishment in which one or more persons usually sleep and prepare and serve meals, and includes any lands or buildings that are appurtenant to such establishment and all stairways, walkways, driveways, parking spaces, and fences associated with the dwelling or its yard.

2.21 "Repair" includes the provision of facilities, the making of additions or alterations or the taking of any other action that may be required to ensure that a property conforms with the standards set out in this bylaw.

2.22 "Standards" means the standards of the physical condition and of occupancy prescribed for property by this By-Law.

2.23 "Toilet Room" means a room containing a water closet and a wash basin.

2.24 "Yard" means the land other than publicly owned land around or appurtenant to the whole or any part of a residential or non-residential property and used or capable of being used in connection with the property.

ARTICLE 3 GENERAL STANDARDS FOR ALL PROPERTY

- 3.1 Application – all property – within boundaries**
The provisions of this By-law shall apply to all properties within the boundaries of The Corporation of the Township of Blandford-Blenheim.
- 3.2 Property – buildings – use – conformity – required**
No property within the Township of Blandford-Blenheim shall be used and no building or structure shall be erected, altered, enlarged, maintained or used for any purpose except in conformity with the provisions of this By-law.
- 3.3 Use – building – non-conforming property – prohibited**
No person shall use or permit anyone to use or occupy or, being the owner thereof or his/her agent, shall allow to be used or occupied, any building on any property unless the property conforms to the standards prescribed by this By-law.
- 3.4 Hazards – accidents – prevented**
All properties shall be maintained so as not to create a health, fire or accident hazard.
- 3.5 Conditions hazardous – prohibited**
All properties shall be maintained free from conditions that may create a health, fire or accident hazard.
- 3.6 Workmanship – compliance to codes**
All repairs and maintenance of property shall be carried out with suitable and sufficient materials and in a manner accepted as good workmanship within the trades concerned. All new construction or repairs shall conform to the Ontario Building Code, Ontario Fire Code and the *Fire Prevention and Protection Act* where applicable.
- 3.7 Yards – clean –free from rubbish – hazards**
Every yard, including vacant lots, shall be kept clean and free from:
- (1) rubbish or debris and objects or conditions that may create a health, fire, or accident hazard;
 - (2) wrecked, dismantled, discarded, abandoned, non-operative or unlicensed machinery, vehicles, trailers or boats; unlicensed and operable vehicles are permitted to be stored only for the purposes of display for sale associated with any lawful car dealership.
 - (3) long grass, brush, undergrowth and noxious weeds as defined by the Weed Control Act,
 - (4) untrimmed hedges - hedges shall be kept trimmed and made to comply with any by- law of the Corporation in effect from time to time.
 - (5) grass or weeds to a height in excess of twenty centimeters (20 cm) except for property undergoing a naturalization program that has a naturalization plan approved by the Community Services Department.
 - (6) dilapidated, collapsed or partially constructed structures which are not currently under construction;

- (7) injurious insects, termites, rodents, vermin or other pests; and
- (8) dead, decayed or damaged trees or other natural growth.

3.8 Surface conditions – free from hazards

Surface conditions of yards shall be maintained so as to:

- (1) prevent ponding of storm water when such water constitutes a health or accident hazard, except for the ponding of water for stormwater management when approved by the Drainage Superintendent;
- (2) prevent instability or erosion of soil;
- (3) prevent surface water run-off from entering basements;
- (4) be kept free of abandoned excavations;
- (5) not exhibit an unsightly appearance;
- (6) be kept free of garbage and refuse;
- (7) be kept free of deep ruts and holes;
- (8) provide for safe passage under normal use and weather conditions, day or night; and
- (9) not to create a nuisance to other property.

SEWAGE AND DRAINAGE

3.9 Sewage shall be discharged into the sewage system.

3.10 Sewage or septic tank effluent of any kind shall not be discharged onto the surface of the ground, whether into a natural or artificial surface drainage system or otherwise.

3.11 Roof drainage shall not be discharged directly onto sidewalks, stairs, or adjacent property.

PARKING AREAS, WALKS AND DRIVEWAYS

3.12 All areas used for vehicular traffic and parking shall have a surface covering of asphalt, concrete, or compacted stone or gravel and shall be kept in good repair free of dirt and litter.

3.13 Steps, walks, driveways, parking spaces and other similar areas shall be maintained so as to afford safe passage under normal use and weather conditions day or night.

ACCESSORY BUILDINGS, FENCES, AND OTHER STRUCTURES

3.14 Accessory buildings, fences and other structures appurtenant to the property shall be maintained in structurally sound condition and in good repair.

3.15 Accessory buildings, fences, and other structures shall be protected from deterioration by the application of appropriate weather resistant materials including paint or other suitable preservative and shall be of uniform colour unless the aesthetic characteristics of said structure are enhanced by the lack of such material.

3.16 The drainage from a privately owned outdoor swimming pool from a backwash cycle or a winterization shall not be directed to adjacent properties.

3.17 The occupant of a residential property may provide for a compost heap in accordance with any health regulations, provided that the compost pile is no larger than two square metres and 1.5 metres in height and is enclosed on all sides by concrete block, lumber, or a commercial plastic enclosed container designed for composting or other method approved by the Township Engineer.

ARTICLE 4

RESIDENTIAL STANDARDS GENERAL CONDITIONS

4.1 Every tenant, or occupant or lessee of a residential property shall maintain the property or part thereof and the land which they occupy or control in a clean, sanitary and safe condition and shall dispose of garbage and debris on a regular basis, in accordance with municipal by-laws.

4.2 Every tenant, or occupant or lessee of a residential property shall maintain every floor, wall, ceiling and fixture under their control, including hallways, entrances, laundry rooms, utility rooms, and other common areas, in a clean, sanitary and safe condition.

4.3 Accumulations or storage of garbage, refuse, appliances, or furniture in a means of egress shall not be permitted.

PEST PREVENTION

4.4 Dwellings shall be kept free of rodents, vermin and insects at all times. Methods used for exterminating such pests shall be in accordance with the provisions of the *Pesticides Act*.

4.5 Openings, including windows, that might permit the entry of rodents, insects, vermin or other pests shall be appropriately screened or sealed.

STRUCTURAL SOUNDNESS

4.6 Every part of a dwelling shall be maintained in a structurally sound condition so as to be capable of safely sustaining its own weight load and any additional load to which it may be subjected through normal use, having a level of safety as required by the Ontario Building Code.

4.7 Walls, roofs, and other exterior parts of a building shall be free from loose or improperly secured objects or materials.

4.8 Materials which show evidence of damage, rot or other deterioration shall be repaired or replaced.

FOUNDATIONS

4.9 Foundation walls of a dwelling shall be maintained so as to prevent the entrance of insects, rodents and moisture. Maintenance includes installing sub soil drains, where necessary, at the footings, grouting masonry cracks, damp-proofing and waterproofing walls, joints, and floors.

4.10 Every dwelling shall be supported by foundation walls or piers which extend below the frost line.

EXTERIOR WALLS

4.11 Exterior walls of a dwelling and their components, including soffits, fascia, cladding and trim shall be maintained so as to prevent the entrance of moisture and their deterioration due to weather, insects or rodents and shall be so maintained by the painting, restoring or repairing of the walls, coping or flashing, by the waterproofing of joints of the walls themselves.

4.12 Exterior walls shall be free from broken or loose masonry units, stucco, and other defective cladding.

4.13 All exterior walls shall be maintained with the existing insulation levels or as approved by the Property Standards Officer.

4.14 Exterior walls of a dwelling and their components shall be free of unauthorized signs, painted slogans, graffiti and similar defacements.

WINDOWS AND DOORS

4.15 Windows, doors, skylights, and basement or cellar hatchways shall be maintained in good repair, weather tight and reasonably draft-free, to prevent heat loss and infiltration by the elements. Maintenance includes painting, replacing damaged doors, frames and other components, window frames, sashes and casings, replacement of non-serviceable hardware and reglazing and caulking where necessary. Where screening is provided on windows and doors it shall also be maintained in good repair.

4.16 All windows that are intended to be opened and all exterior doors shall have suitable hardware so as to allow locking or otherwise securing from inside the dwelling unit. At least one entrance door to a dwelling unit shall have suitable hardware so as to permit locking or securing from either inside or outside the dwelling unit.

4.17 Solid core or steel doors shall be provided for all entrances to dwellings and dwelling units.

4.18 In residential buildings where there is a voice communication unit working in conjunction with a security locking and release system controlling a particular entrance door and installed between individual dwelling units and a secured entrance area, the said system shall be maintained in good working order at all times.

4.19 Every window in a dwelling unit that is located above another suite shall be equipped with an approved safety device capable of controlling the free swinging or sliding of the openable part of the window so as to limit any clear unobstructed opening to not more than 100 mm (4 inches) measured either vertically or horizontally where the other dimension is greater than 380 mm (15 inches) unless the window is adjacent to a balcony, protected by a guard or is less than 1.8 m (5 ft 11 inches) above ground level. Such safety device shall not prevent the window from being fully opened during an emergency situation by an adult without the use of tools.

4.20 Doors located within required fire separations shall be minimum 1-3/4 inch solid core wood door or be labeled with a minimum 20 minute fire resistance rating by an authorized testing agency.

ROOFS

4.21 Roofs of dwellings and their components shall be maintained in a weather tight condition, free from loose or unsecured objects or materials.

4.22 The roofs of dwellings and accessory buildings shall be kept clear of unsafe accumulations of ice or snow or both.

4.23 Where eaves-troughing or roof gutters are provided, they shall be kept in good repair, free from obstructions and properly secured to the building.

4.24 All roof areas shall be maintained with the existing insulation levels or as approved by the Property Standards Officer.

WALLS, CEILINGS AND FLOORS

4.25 Every wall, ceiling and floor in a dwelling shall be maintained so as to provide a continuous surface free of holes, cracks, loose coverings or other defects. Walls surrounding showers and bathtubs shall be impervious to water.

4.26 Every floor in a dwelling shall be reasonably smooth and level and maintained so as to be free of all loose, warped, protruding, broken, or rotted boards or other material that might cause an accident or allow the entrance of rodents and other vermin or insects. Dirt floors in basement or crawl spaces shall be protected by minimum 6 mil polyethylene or 2 inch concrete mudcoat.

4.27 Every floor in a bathroom, toilet room, kitchen, shower room, and laundry room shall be maintained so as to be impervious to water and readily cleaned.

4.28 Walls and ceilings forming part of an assembly required to be a fire separation under the Ontario Building Code or Ontario Fire Code shall be maintained and repaired if required to provide the existing level of fire resistive protection.

4.29 Wall and ceiling finishes forming the exposed surface in required exits and public corridors shall have a flame spread rating of 150 or less.

STAIRS, PORCHES AND BALCONIES

4.30 Inside and outside stairs, porches, balconies and landings shall be maintained so as to be free of holes, cracks, and other defects, which may constitute accident hazards. Existing stair treads or risers that show excessive wear or are broken, warped or loose and any supporting structural members that are rotted or deteriorated shall be repaired or replaced.

4.31 A guard shall be installed and maintained in good repair on the open side of any ramp or interior stairway containing more than two (2) risers except for stairs leading to unfinished basements and on any exterior stair containing more than six (6) risers and on any porch, deck, landing or balcony where there is a difference in elevation between adjacent surfaces of 600 mm (24"). A handrail shall be installed and maintained in good repair on all interior stairs having more than two risers and on all exterior stairs having more than three risers.

4.32 All guardrails and handrails shall be rigid and shall not deflect or move when subjected to a lateral force by a person.

KITCHENS

4.33 Every dwelling shall contain a kitchen area equipped with:

- (a) a sink that is served with hot and cold running water and is surrounded by surfaces impervious to grease and water;
- (b) suitable storage area of not less than 0.23 cubic metres (8 cubic feet);
- (c) a counter or work area at least 610 mm (2 ft) in width by 1,220 mm (4 ft) in length, exclusive of the sink, and covered with a material that is impervious to moisture and grease and is easily cleanable; and
- (d) a space provided for cooking and refrigeration appliances including the suitable electrical or gas connections.

4.34 Combustible material directly above the location of a stove shall be not less than 750 mm (2 ft 6 in) above the level of the stove elements.

TOILET AND BATHROOM FACILITIES

4.35 Every dwelling unit shall contain a bathroom consisting of at least one fully operational water closet, washbasin, and a bathtub or suitable shower unit. Every washbasin and bathtub or shower shall have an adequate supply of hot and cold running water. Every water closet shall have a suitable supply of running water.

4.36 Every required bathroom or toilet room shall be accessible from within the dwelling unit and shall be fully enclosed and provided with a door capable of being locked so as to allow privacy for the persons using said room.

4.37 Where toilet or bathroom facilities are shared by occupants of residential accommodation, other than self-contained dwelling units, an appropriate entrance shall be provided from a common passageway, hallway, corridor or other common space to the room or rooms containing the said facilities.

PLUMBING

4.38 Each washbasin, bathtub or shower, and one kitchen sink shall be equipped with an adequate supply of hot and cold running water. Hot water shall be supplied at a temperature of not less than 43 degrees Celsius (110° F).

4.39 Every dwelling unit shall be provided with an adequate supply of potable running water from a source approved by the Medical Officer of Health.

4.40 All plumbing, including drains, water supply pipes, water closets and other plumbing fixtures shall be maintained in good working condition free of leaks and defects and all water pipes and appurtenances thereto shall be protected from freezing.

4.41 All plumbing fixtures shall be connected to the sewerage system through water seal traps.

4.42 Every fixture shall be of such materials, construction and design as will ensure that the exposed surface of all parts are hard, smooth, impervious to hot and cold water, readily accessible for cleansing and free from blemishes, cracks, stains, or other defects that may harbour germs or impede thorough cleansing.

4.43 All sanitary facilities shall be connected to the municipal sanitary sewerage system or a system approved by the Medical Officer of Health and maintained in good working order.

ELECTRICAL SERVICE

4.44 Every dwelling and dwelling unit shall be wired for electricity and shall be connected to an approved electrical supply system.

4.45 The electrical wiring, fixtures, switches, receptacles, and appliances located or used in dwellings, dwelling units and accessory buildings shall be installed and maintained in good working order so as not to cause fire or electrical shock hazards. All electrical services shall conform to the regulations established by the *Power Corporations Act*, as amended.

4.46 Every habitable room in a dwelling shall have at least one electrical duplex outlet for each 11.1 square metres (120 sq. ft.) of floor space and for each additional 9.3 square metres (100 sq. ft.) of floor area, a second duplex outlet shall be provided. Extension cords shall not be used on a permanent basis.

4.47 Every bathroom, toilet room, kitchen, laundry room, furnace room, basement, cellar and non-habitable work or storage room shall be provided with a permanent light fixture.

4.48 Lighting fixtures and appliances installed throughout a dwelling unit, including hallways, stairways, corridors, passage ways, garages and basements, shall provide sufficient illumination so as to avoid health or accident hazards in normal use.

HEATING, HEATING SYSTEMS, CHIMNEYS AND VENTS

4.49 Every dwelling and building containing a residential dwelling unit or units shall be provided with suitable heating facilities capable of maintaining an indoor ambient temperature of 20 degrees Celsius (68.5° F.) in the occupied dwelling units. The heating system shall be maintained in good working condition so as to be capable of safely heating the individual dwelling unit to the required standard.

4.50 All fuel burning appliances, equipment, and accessories in a dwelling shall be installed and maintained to the standards provided by the *Energy Efficiency Act*, as amended or other applicable legislation.

4.51 Where a heating system or part thereof in a building requires solid or liquid fuel to operate, a place or receptacle for such fuel shall be provided and maintained in a safe condition and in a convenient location so as to be free from fire or accident hazard.

4.52 Every dwelling shall be so constructed or otherwise separated to prevent the passage of smoke, fumes, and gases from that part of the dwelling which is not used, designed or intended to be used for human habitation into other parts of the dwelling used for habitation. Such separations shall conform to the Ontario Building Code.

4.53 All fuel burning appliances, equipment, and accessories in a dwelling shall be properly vented to the outside air by means of a smoke-pipe, vent pipe, chimney flue or other approved method.

4.54 Every chimney, smoke-pipe, flue and vent shall be installed and maintained in good repair so as to prevent the escape of smoke, fumes or gases from entering a dwelling unit. Maintenance includes the removal of all obstructions, sealing open joints, and the repair of loose or broken masonry units.

4.55 Every chimney, smoke-pipe, flue and vent shall be installed and maintained in good condition so as to prevent the heating of adjacent combustible material or structural members to unsafe temperatures.

FIRE ESCAPES, ALARMS AND DETECTORS

4.56 A listed fire alarm and a fire detection system, approved by the Canadian Standards Association or Underwriters Laboratories of Canada, shall be provided by the owners of buildings of residential occupancies as required by the Ontario Fire Code.

4.57 In addition to the provisions of Article 4.53 hereof, in every dwelling unit in a building, a listed smoke alarm, approved by the Canadian Standards Association or Underwriters Laboratories of Canada, or detectors of the single station alarm type, audible within bedrooms when intervening doors are closed, shall be installed between bedrooms or the sleeping area and the remainder of the dwelling unit, such as in a hallway or corridor serving such bedrooms or sleeping area. The products of combustion detector referred shall be: -

- (a) equipped with visual or audio indication that they are in operating condition;
- (b) mounted on the ceiling or on a wall between 152.4 and 304.8 mm (6 to 12 inches) below the ceiling within 5 metres of any bedroom.

4.58 Buildings using a fire escape as a secondary means of egress shall have the escape in good condition, free from obstructions and easily reached through an openable window or door.

EGRESS

4.59 Every dwelling, and each dwelling unit contained therein shall have a safe, continuous and unobstructed passage from the interior of the dwelling and the dwelling unit to the outside at street or grade level.

4.60 Each building containing more than one dwelling unit shall have the minimum number of exits as prescribed by the Ontario Fire Code. No exit shall lead through a room not under the immediate control of the occupants of the dwelling unit.

NATURAL LIGHT

4.61 Every habitable room, except a kitchen, bathroom or toilet room, shall have a window or windows, skylights or translucent panels facing directly or indirectly to an outside space and admits as much natural light equal to but not less than ten percent of the floor area for living and dining rooms and five percent of the floor area for bedrooms and other finished rooms.

VENTILATION

4.62 Every habitable room in a dwelling unit, including kitchens, bathroom or toilet rooms, shall have openings for ventilation providing an unobstructed free flow of air of at least 0.28 square metres (3 sq. ft.), or an approved system of mechanical ventilation such that provide hourly air exchanges.

4.63 All system of mechanical ventilation shall be maintained in good working order.

4.64 All enclosed areas including basements, cellars, crawl spaces and attics or roof spaces shall be have openings for ventilation or an alternative and functioning mechanical system approved by the Property Standards Officer.

ELEVATING DEVICES

4.65 Elevators and other elevating devices including all mechanical and electrical equipment, lighting fixtures, lamps, control buttons, floor indicators, ventilation fans, and emergency communication systems shall be operational and maintained in good condition.

DISCONNECTED UTILITIES

4.66 Owners of residential buildings or any person or persons acting on behalf of such owner, shall not disconnect or cause to be disconnected any service or utility supplying heat, electricity, gas, refrigeration or water to any residential unit or building occupied by a tenant or lessee, except for such reasonable period of time as may be necessary for the purpose of repairing, replacing, or otherwise altering said service or utility.

OCCUPANCY STANDARDS

4.67 No room shall be used for sleeping purposes unless it has a minimum width of two metres (6.6 ft.), and a floor area of at least seven square metres (75 sq. ft.). A room used for sleeping purposes by two or more persons shall have a floor area of at least four square metres (43 sq. ft.) per person.

4.68 Any basement, or portion thereof, used as a dwelling unit shall conform to the following requirements:

- (a) each habitable room shall comply with all the requirements set out in this By-Law;
- (b) floors and walls shall be constructed so as to be damp proof and impervious to water leakage;
- (c) each habitable room shall be separated from service rooms by a suitable fire separation and approved under the Ontario Building Code;
- (d) access to each habitable room shall be gained without passage through a service room.

ARTICLE 5

VACANT LANDS AND BUILDINGS

5.1 All repairs and maintenance of property shall be carried out with suitable and sufficient materials and in a manner accepted as good workmanship within the trades concerned. All new construction or repairs shall conform to the Ontario Building Code where applicable.

VACANT LANDS

5.2 Vacant land shall be maintained to the standards as described in Article 3, Sections 3.7 and 3.8, of this By-Law.

5.3 Vacant land shall be graded, filled or otherwise drained so as to prevent recurrent ponding of water.

VACANT BUILDINGS

5.4 Vacant buildings shall be kept cleared of all garbage, rubbish and debris and shall have all water, electrical and gas services turned off except for those services that are required for the security and maintenance of the property.

5.5 The owner or agent of a vacant building shall board up the building to the satisfaction of the Property Standards Officer by covering all openings through which entry may be obtained with at least 12.7 mm (0.5 inch) weatherproof sheet plywood securely fastened to the building and painted a colour compatible with the surrounding walls.

ARTICLE 6 NON-RESIDENTIAL PROPERTY STANDARDS

6.1 All repairs and maintenance of property shall be carried out with suitable and sufficient materials and in a manner accepted as good workmanship within the trades concerned. All new construction or repairs shall conform to the Ontario Building Code where applicable.

YARDS

6.2 The yards of non-residential property shall be maintained to the standards as described in Article 3, Sections 3.7 and 3.8 of this By-Law.

6.3 The warehousing or storage of material or operative equipment that is required for the continuing operation of the industrial or commercial aspect of the property shall be maintained in a neat and orderly fashion so as not to create a fire or accident hazard or any unsightly condition and shall provide unobstructive access for emergency vehicles.

PARKING AREAS, AND DRIVEWAYS

6.4 All areas used for vehicular traffic and parking shall have a surface covering as required by the Township of Blandford-Blenheim Zoning Bylaw including, but not limited to, asphalt, concrete, or compacted stone or gravel.

6.5 All surface coverings shall be kept in good repair, free of dirt and litter. All surface coverings shall be treated to prevent the raising of dust. Driveways shall have a surface covering that prevents the deposition of gravel or loose materials on the traveled portion of the municipal road allowance.

6.6 All areas used for vehicular traffic, parking spaces and other similar areas shall be maintained so as to afford safe passage under normal use and weather conditions.

STRUCTURAL SOUNDNESS

6.7 Every part of a building structure shall be maintained in a sound condition so as to be capable of safely sustaining its own weight load and any additional load to which it may be subjected through normal use, having a level of safety required by the Ontario Building Code. Structural members or materials that have been damaged or indicate evidence of deterioration shall be repaired or replaced.

6.8 Walls, roofs, and other exterior parts of a building or structure shall be free from loose or improperly secured objects or materials.

EXTERIOR WALLS

6.9 Exterior walls of a building or a structure and their components, including soffits, fascia, windows and doors, shall be maintained in good repair free from cracked, broken or loose masonry units, stucco, and other defective cladding, or trim. Paint or some other suitable preservative or coating must be applied and maintained so as to prevent deterioration due to weather conditions, insects or other damage.

6.10 Exterior walls of a building or a structure and their components shall be free of unauthorized signs, painted slogans, graffiti and similar defacements.

GUARDRAILS

6.11 A guard shall be installed and maintained in good repair on the open side of any ramp or interior stairway containing more than two (2) risers or any exterior stair containing more than six (6) risers or any porch, deck, landing or balcony where there is a difference in elevation between adjacent surfaces of 600 mm (24"). A handrail shall be installed and maintained in good repair on all interior stairs having more than two risers and on all exterior stairs having more than three risers.

6.12 All guardrails and handrails shall be rigid and shall not deflect or move when subjected to a lateral force by a person.

LIGHTING

6.13 All non-residential establishments shall install and maintain sufficient windows, skylights, and lighting fixtures necessary for the safety of all persons attending the premises or as may be required by the *Occupational Health and Safety Act* for industrial and commercial properties. However, lighting shall not be positioned so as to cause any impairment of use or enjoyment of neighbouring properties.

ARTICLE 7 ADMINISTRATION AND ENFORCEMENT

7.1 This By-law shall apply to all property within the limits of the municipality.

7.2 The imperial measurements contained in this By-Law are given for reference only.

OFFICERS

7.3 The Council of The Corporation of the Township of Blandford-Blenheim shall appoint a Property Standards Officer(s) to be responsible for the administration and enforcement of this By-Law.

PROPERTY STANDARDS COMMITTEE

7.4 The Property Standards Committee of the Township of Blandford-Blenheim is hereby continued and shall consist of Three (3) persons who are resident of the municipality and who qualify to be elected as members of Council for the Township of Blandford-Blenheim. The members of the Committee shall serve for the same term as the members of Council, and shall be appointed, by the Council, by resolution, at their Inaugural meeting, or as soon thereafter as is expedient, with the members so appointed to hold office until their successors have been appointed. The members of the Committee shall be paid compensation in accordance with the provision in the current Township Salary and Wage By-law. The members of the Committee shall elect a Chair from among themselves and an employee of the municipality shall serve as the Secretary for the Committee.

7.5 The Council shall also fill any vacancy that occurs in the membership of the Committee as soon as possible during the Committee term.

7.6 Every person who initiates an appeal of an Order made under Section 15.2 (2) of the *Ontario Building Code Act*, S.O. 1992, c23, shall submit a Notice of Appeal in the time frame and the manner prescribed in section 15.3 (1) of the Act. All Notices of Appeal shall be accompanied by a non-refundable payment of \$110 as the fee for the Application.

COMPLIANCE

7.7 The owner of any property which does not conform to the standards as set out in this By-Law shall repair and/or maintain said property to comply with such standards or the property shall be cleared of all buildings, structures, debris or refuse and left in a leveled and graded condition.

PENALTY

7.8 Any owner who fails to comply with an order that is final and binding under this bylaw is guilty of an offence under Section 36(1) of the Ontario Building Code Act, S.O. 1992, c. 23, and is liable to a penalty or penalties as set out in Section 36 of that Act.

VALIDITY

7.9 If an article of this By-Law is, for any reason, held to be invalid, the remaining articles shall remain in effect.

7.10 Where a provision of this By-Law conflicts with the provision of another by-law in force within the municipality, the provision that establishes the higher standard to protect the health, safety and welfare of the general public shall prevail.

BY-LAWS REPEALED

7.11 By-law Number 940-92 enacted the 19th day of August, 1992, is repealed and By-law Number 1403-2003 enacted the 2nd day of July, 2003, is also repealed, after all matters described in Section 7.12 are complete.

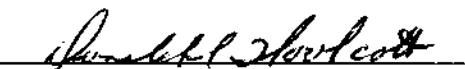
TRANSITIONAL RULES


7.12 After the date of the passing this by-law, By-Law No. 1403-2003, as amended, shall apply only to those properties in which an Order to Comply has been issued prior to the date of passing of this by-law, and then only to such properties until such time as the work required by such Order has been completed or any enforcement proceedings with respect to such Order, including any demolition, clearance, or repair carried out by the municipality shall have been concluded.

By-law **READ** a **FIRST** and **SECOND** time this 4th day of February, 2004.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 4th day of February, 2004.

(SEAL)


Donald S. Woolcott, Mayor


Keith Reibling, Clerk-Administrator

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1432-2004

Being a By-law to authorize an agreement with the Corporation of the Township of Wilmot for fire protection services from the New Dundee Fire Station.

WHEREAS, Section 20 of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, provides that a municipality may enter into an agreement with one or more municipalities to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries.

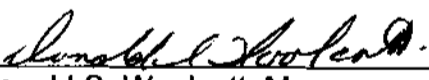
AND WHEREAS Council deems it advisable for the New Dundee Fire Station to provide fire protection services to a portion of the Township of Blandford-Blenheim.

NOW THEREFORE the Council of the Corporation of the Township of Blandford-Blenheim enacts as follows:

1. That the Mayor and Clerk-Administrator be authorized and they are hereby instructed to execute on behalf of The Corporation of the Township of Blandford-Blenheim an Agreement dated February 2nd, 2004, attached hereto as Schedule "A" to this by-law between the Corporation of the Township of Wilmot and the Corporation of the Township of Blandford-Blenheim for fire protection services from the New Dundee Fire Station.
2. This By-law shall come into force and effect on the 1st day of January, 2004.
3. By-law Number 1395-2003 enacted the 2nd day of April, 2003, is hereby repealed.

By-law **READ** a **FIRST** and **SECOND** time this 3rd day of March, 2004.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 3rd day of March, 2004.


Donald S. Woolcott, Mayor

(SEAL)


Keith Reibling, Clerk-Administrator

THE CORPORATION OF THE TOWNSHIP OF WILMOT
BY-LAW NO. 2004-10

**BY-LAW TO AUTHORIZE THE EXECUTION OF AN
AGREEMENT AS MORE PARTICULARLY SET FORTH
IN SCHEDULE "A" ATTACHED**

WHEREAS the Municipal Council of the Corporation of the Township of Wilmot is desirous of entering into an Agreement, a copy of which is attached as Schedule "A" to this By-law.

**THEREFORE THE MUNICIPAL COUNCIL OF THE CORPORATION OF
THE TOWNSHIP OF WILMOT ENACTS AS FOLLOWS:**

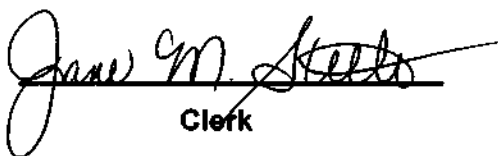
1. That the Agreement attached as Schedule "A" to this By-law be and the same is hereby accepted as approved.
2. That the Mayor and Clerk are hereby authorized to execute under seal the said Agreement and all other documents and papers relating to this transaction.

READ a first and second time this 2nd day of February, 2004.

READ a third time and finally passed in Open Council this 2nd day of February, 2004.



Mayor



Clerk

SCHEDULE "A" FIRE SERVICES AGREEMENT

THIS AGREEMENT made the 2nd day of February, 2004.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF WILMOT,

Hereinafter called "WILMOT"

OF THE FIRST PART

-AND-

THE CORPORATION OF THE TOWNSHIP OF BLANDFORD-BLENHEIM,

Hereinafter called "BLANDFORD-BLENHEIM"

OF THE SECOND PART

WHEREAS BLANDFORD-BLENHEIM has requested WILMOT to supply certain defined areas of Blandford-Blenheim with limited fire protection;

AND WHEREAS Wilmot has agreed to said request upon the terms and conditions herein set forth.

NOW THIS INDENTURE WITNESSETH, that in consideration of the premises and of the sum of One (\$1.00) dollar of lawful money of Canada now paid by Blandford-Blenheim to Wilmot herein, the receipt whereof is hereby acknowledged, the parties hereto for themselves, their successors and assigns, do mutually covenant, promise and agree, each with the other as follows:

1. Wilmot agrees to answer Blandford-Blenheim's calls for service with one (1) pumper, one (1) tanker and one (1) rescue unit to fight fires or with one (1) rescue van for medical related alarms in Lots one (1) to seven (7) concession thirteen (13) and fourteen (14) of Blandford-Blenheim Township as shown in "Schedule B" attached hereto which schedule forms an integral part of this agreement, provided that the said firefighters and equipment are not immediately required for duty within The Corporation of the Township of Wilmot, for a flat rate charge of One Hundred (\$100.00) per civic address;
2. Blandford-Blenheim agrees to supply Wilmot on an annual basis, an updated copy of Schedule "B" listing the names and addresses of the properties for which Wilmot supplies service as part of this agreement.
3. Blandford-Blenheim agrees that in calculating the flat rate charge of One Hundred (\$100.00) per address as defined in "Schedule B" attached, and forming part of this agreement, there is no limit to the number of fire calls.
4. Blandford-Blenheim agrees that the flat rate charge in the amount of One Hundred (\$100.00) per property as indicated in paragraph 1 above related only to Wilmot costs for the first hour for any one fire call. Blandford-Blenheim agrees that Wilmot will notify the Blandford-Blenheim Fire Department to respond and take over the scene, for incidents that will require more than one hour of service.
5. Blandford-Blenheim agrees that the number of vehicles and fire fighters, up to the above mentioned maximum and the type of vehicle to be dispatched shall be within the sole discretion of the Wilmot Fire Chief.
6. Blandford-Blenheim agrees to pay to Wilmot, the invoiced costs of fire fighting chemical agents supplied by the Wilmot Fire Department. No charges shall be levied by Wilmot to Blandford-Blenheim for chemical agents used in hand-held first aid fire extinguishers.
7. Blandford-Blenheim acknowledges that fire calls in the Township of Wilmot will be given priority over fire calls in Blandford-Blenheim, subject to the sole discretion of the Wilmot Fire Chief.
8. In the event the Wilmot Fire Department responds to a fire call on properties in Schedule "B" attached hereto and in the event the Department receives a subsequent fire call with respect to a fire within the Township of Wilmot, Wilmot hereby agrees that it will not abandon the fire scene until such time as:
 - a) it has notified Fire Dispatch requesting Blandford-Blenheim to respond to the fire scene; and

Schedule "B"

2004 FIRE SERVICES AGREEMENT – NEW DUNDEE

DATED the 2nd day of February, 2004.

Roll Number	Property Owner	Civic Address
020-060-112-01	Coleman Equipment Inc.	3541 Trussler Rd
-113	Judith Davidson	927757 Oxford Road 8
-114	Beverly Bayus	927695 Oxford Road 8
-115	Rene Boerkamp	927633 Oxford Road 8
-115-10	" "	927595 Oxford Road 8
-117	Bradley Fried	936728 Oxford Road 43
-118	Edna Lauber	936737 Oxford Road 43
-118-01	Karen Missere	936765 Oxford Road 43
-126	Wilhem Albrecht	3329 Trussler Road
-127	Gustanda Invest.	947686 Township Road 14
-128	Randy Huber	947638 Township Road 14
-129	W. Schlichter	947488 Township Road 14
-130	David Entz	936810 Oxford Road 43
-130-01	Kosta Tomic	936754 Oxford Road 43
-131	Orville Fried	936817 Oxford Road 43 936821 Oxford Road 43
-135	Shane Fried	947685 Township Road 14
-136	Dedmandale Farms Ltd.	947639 Township Road 14 947643 Township Road 14
-139	Glen Becker	947601 Township Road 14
-140	Frank Doerner	947587 Township Road 14
-141	J. Kurt Ziebart	947567 Township Road 14
-142	Kevin Fried	947489 Township Road 14
-143	Brian Fried	936866 Oxford Road 43
-146	Robert Richmond	936883 Oxford Road 43
-148	Keith Fried	3063 Trussler Road 3033 Trussler Road
-149	Brian Sararus - Gravel Pit Entrance	967672 Oxford Waterloo Road 967720 Oxford Waterloo Road
-149-01	Irmgard Mueller	967638 Oxford Waterloo Road
-150	1313192 Ontario Ltd. c/o P.Syrier - Gravel Pit Entrance	967610 Oxford Waterloo Road 967575 Oxford Waterloo Road
-153-99	Glenna Shantz	967530 Oxford Waterloo Road
-154	Glenna Shantz	967520 Oxford Waterloo Road
-155	Scott Lorentz	967470 Oxford Waterloo Road
-156	Joseph Hallman	967418 Oxford Waterloo Road
-157	Janice Cressman	936946 Oxford Road 43
-158	Mark Corey	936922 Oxford Waterloo Road
-159	Marie Weiss	967372 Oxford Waterloo Road
-160	James Weiss	967376 Oxford Waterloo Road
TOTAL CIVIC ADDRESSES		40
		(Highlighted Areas – New)

CORPORATION OF THE TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1433-2004

BEING a By-Law to Regulate Manure Management for Certain Livestock Operations and to repeal By-Law Number 1264-99.

WHEREAS the Council of the Corporation of the Township of Blandford-Blenheim deems it necessary in the public interest to regulate manure management for certain livestock operations;

AND WHEREAS, pursuant to Section 130 of the Municipal Act, R.S.O. 2001, as amended from time to time, by-laws may be enacted by local municipal Councils for the health, safety and welfare of the public;

NOW THEREFORE, THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF BLANDFORD-BLENHEIM ENACTS AS FOLLOWS:

SECTION 1 - TITLE

This By-Law may be cited as the "Nutrient Management By-Law".

SECTION 2 - SCOPE

This By-Law shall apply to all lands where farming is a permitted use within the limits of the Corporation of the Township of Blandford-Blenheim.

SECTION 3 - DEFINITIONS

For the purpose of this By-Law, the definitions and interpretation of this Section apply:

- 3.1 **Alter** shall mean any alteration in a bearing wall or partition or column, beam girder or other supporting member of a building or structure or any increase in the area, volume or capacity of a building or structure, but shall not include a building repair required solely to repair damage due to an accidental cause or an act of God. The words altered and alteration shall have a corresponding meaning.
- 3.2 **Biosolids** shall mean stabilized municipal sewage sludge as included in Processed Organic Waste in Ontario Regulation 347 and shall also include hauled sewage or septage received by municipal sewage treatment facilities.
- 3.3 **Broker** means a person who,
 - a) receives solid livestock manure from an operation, and
 - b) does not generate a new nutrient product from the solid livestock manure, and
 - c) transfers the solid livestock manure to another operation, applies the solid livestock manure to land as nutrients on behalf of another person, or stores them for either of those purposes.
- 3.4 **Building** means a structure consisting of a wall, roof and floor or any of them or a structural system serving the function thereof including plumbing, works, fixtures and service systems

appurtenant thereto, and whether temporary or permanent, used or built for any purpose other than a lawful boundary, wall or fence.

- 3.5 **Code, Ontario Building** is a set of regulations prepared by the Ministry of Municipal Affairs and Housing consisting of building requirements to minimize the risk of injury and property damage from structural failure and fire and health hazards.
- 3.6 **Consultant in Agriculture** means a practicing agricultural professional who has been certified and/or recommended by the Province in accordance with Ontario Regulation 267/03, as amended.
- 3.7 **Corporation** means the Corporation of the Township of Blandford-Blenheim.
- 3.8 **Earthen Manure Storage Facility** shall mean a permanent earthen containment system, with or without a roof or covering enclosing the surface area of the container used for the storage of liquid or solid livestock manure, but does not include earthen floors under solid manure pack areas in an animal housing area.
- 3.9 **Erect** includes build, construct, or reconstruct, alter, enlarge, and relocate and without limiting the generality of the foregoing, shall be taken to include any associated physical operation such as excavating, grading, berming, piling, cribbing, filling, or draining, structurally altering any existing building or structure by an addition, deletion, enlargement or extension. Erect shall not mean the re-construction of a building where such building is partially or totally destroyed by an accidental cause or an act of God.
- 3.10 **Existing** means existing on the date of passing of this By-Law.
- 3.11 **Farm Unit** means the composite of all parcels operated as a farm, the principal farm residence, any accessory residences, woodlot, barns and other structures necessary to support agricultural and ancillary uses.
- 3.12 **Floor Transfer System** means a system where a floor is used to transfer liquid manure, but does not include:
- a) areas within a barn that are designed to house livestock and that are not intended to collect liquid manure,
 - b) areas under dairy free-stalls,
 - c) feed trough areas,
 - d) floors under solid manure pack areas.
- 3.13 **Intermediate Generator** means a person who owns or controls an intermediate operation as defined in Ontario Regulation 267/03, as amended.
- 3.14 **Intermediate Operation** means an operation carried out with prescribed materials generated in the course of another operation, resulting in the production of prescribed materials that have different characteristics from those of the materials in the form in which they were generated, such as nutrient content, density or volume.
- 3.15 **Livestock** means chickens, turkeys, cattle, hogs, horses, mink, rabbits, sheep, goats, fur bearing animals, or any other domestic animal used for consumption.

- 3.16 **Livestock Barn** is a building used for the housing, feeding or keeping of livestock.
- 3.17 **Livestock Manure** is principally composed of livestock feces and urine, and may include some bedding material and some dilution water.
- 3.18 **Municipally Regulated Livestock Farm** means:

1.) a farming operation where the number of nutrient units on the farm unit is 50 or more and the ratio of nutrient units to tillable acres on the farm unit is 2 or greater, where nutrient unit equivalency is defined by the following table:

ANIMAL GROUP	ANIMALS PER NUTRIENT UNIT	DESCRIPTION
Beef Cows	1	Beef Cow includes unweaned calves and replacement heifers
Beef Feeders	3	261 – 567 kgs (575 – 1250 lbs)
Large Frame Dairy Cows	0.7	545 – 636 kgs (1200-1400 lbs)
Large Frame Heifer	2	182 – 523 kgs (400 – 1200 lbs)
Medium Frame Cows	0.85	455 – 545 kgs (1000 – 1200 lbs)
Medium Frame Heifer	2.4	148 – 455 kgs (325 – 1000 lbs)
Horses – Medium Frame	1	Horses Medium Frame includes foals to weaning, 227 – 680 kgs (500 – 1500 lbs)
Poultry – Laying Hens	150	Laying hens (number of layer spaces in barn) (after pullet stage, until end of laying period)
Poultry – Broiler Chickens 12 week cycle	200	
Poultry – Broiler Chickens 10 week cycle	250	
Poultry – Broiler Chickens 8 week cycle	350	
Sheep - Meat	8	Sheep – Meat breeding ewes – includes lambs to 32 kg (70 lbs)
Sheep – Dairy	6	Sheep – Dairy milking –age ewes
Swine – Finishing Pigs	6	Finishing Pigs number of spaces in barn for animals between 27.3 – 104.5 kg (60 – 230 lbs)
Swine – Weaners	20	Weaners number of spaces in barn for animals between 6.8 – 27.3 kg (15 – 60 lbs)
Swine – Sows	3.33	Sows lactating-age sows; including weaners to 6.8 kg (15 lbs)

Note: For all other animals/poultry, refer to Ontario Regulation 267/03 and associated Protocols.

or the number of nutrient units on the farm unit is 150 or more

but, does not include a Provincially Regulated Farm.

2.) an existing Intensive Livestock Farm with a registered Nutrient Management Plan as required by Township By-Law No. 1264-99 prior to March 3, 2004,

but does not include a Provincially Regulated Farm.

- 3.19 **NMAN** means the computer program of that name, or the workbook version of the computer program, prepared by the Ontario Ministry of Agriculture and Food as defined in Ontario Regulation 267/03, as amended.
- 3.20 **Nutrient Management Plan (Municipal)** means the science-based process for optimizing the relationship between the land-based application of nutrients, farm management techniques, crop requirements, and land use and is consistent with the nutrient management plan and strategy requirements as defined in Ontario Regulation 267/03, as amended.
- 3.21 **Nutrient Storage Facility** means a steel or concrete containment system, with or without a roof or covering enclosing the surface area of the container, used for the storage of liquid or solid livestock manure and also includes earthen floors under solid manure pack areas in an animal housing area.
- 3.22 **Nutrient Unit** means the amount of nutrients that give the fertilizer replacement value of the lower of 43 kilograms of nitrogen or 55 kilograms of phosphate as nutrient as established by reference to the Nutrient Management Protocol associated with Ontario Regulation 267/03, as amended.
- 3.23 **Operator** is a person who owns the livestock, or is responsible for the care, control and management of the livestock, on a Regulated Farm.
- 3.24 **Owner** is a person who owns the land or buildings on which a Regulated Farm is operated.
- 3.25 **Permitted** shall mean permitted by this By-Law.
- 3.26 **Person** includes any individual, association, partnership, corporation, municipal corporation, agent or trustee and the heirs, executors or other legal representative of a person to whom the context can apply according to law.
- 3.27 **Provincially Regulated Farm** means a farm regulated under the Nutrient Management Act, 2002 and associated Ontario Regulation 267/03, as amended.
- 3.28 **Regulated Farm** means a farm regulated by the Province of Ontario in accordance with the Nutrient Management Act, 2002 and associated Ontario Regulation 267/03 or a farm regulated by the Corporation in accordance with this By-law.
- 3.29 **Solid Livestock Manure** means livestock manure with an average dry matter content of 18 percent or more or a slump of 150 millimetres (6 inches) or less using the Test Method for Determination of Liquid Waste (slump test) set out in Schedule 5 to Regulation 347 made under the Environmental Protection Act.
- 3.30 **Third Party Review** means a review of a Nutrient Management Plan by staff of the Ontario Ministry of Agriculture and Food or a Consultant in Agriculture, and includes confirmation as provided in Appendix A-1 to this By-Law that the Nutrient Management Plan is consistent with the nutrient management review criteria standards and practices of the Nutrient Management Act, 2002 and Ontario Regulation 267/03, as amended.

SECTION 4 - APPLICATION, ADMINISTRATION AND ENFORCEMENT

4.1 Application

No person shall use any land, or erect, alter or use any livestock barn or nutrient storage facility or part thereof within the limits of the Corporation except in conformity with the provisions of this By-Law and the Township Zoning By-Law. Notwithstanding the application of this By-Law, where the farm unit of a person constitutes a Provincially Regulated Farm, the provisions of the Nutrient Management Act, 2002 and Ontario Regulations 267/03, as amended, shall apply.

4.2 Administration and Enforcement

This By-Law shall be administered and enforced by such person or persons as shall be appointed from time to time by the Corporation and in accordance with the Nutrient Management Policy attached as Appendix A.

4.3 Inspection

The Chief Building Official for the Township of Blandford-Blenheim, or any inspector duly authorized pursuant to the Building Code Act, or the By-Law Enforcement Officer is hereby authorized to enter with prior notification at any reasonable time on any day upon any property or premises for the purpose of discharging his duties and obligations under this By-Law, or if there is reason to believe that the provisions of the By-Law are not being complied with in whole or in part.

4.4 Application for Permit – Regulated Farms

4.4.1 No person shall erect, alter or use any livestock barn or nutrient storage facility or part thereof within the limits of the Corporation of the Township of Blandford-Blenheim, unless a Building Permit has been issued by the Township Building Official.

4.4.2 In addition to all the requirements of the Ontario Building Code, as amended or any other By-Law of the Corporation, every applicant for a Building Permit for a livestock barn or a nutrient storage facility shall be assessed to determine whether the farm operation meets or will meet, once the existing barn or nutrient storage facilities have been altered, the definition of a Regulated Farm.

4.4.3 Every owner and/or operator whose farm operation meets or will meet the definition of a Regulated Farm shall, prior to the issuance of a Building Permit, satisfy the Chief Building Official that the following requirements have been met:

- (1) The livestock barn(s) and/or nutrient storage facility(ies) will be located in accordance with the siting requirements, as provided in Section 5 and Appendix E to this By-Law, and as established by Township Zoning By-Law No. 1360-2002.
- (2) The owner and/or operator of a Municipally Regulated Livestock Farm has developed a nutrient management plan (municipal) and designed the proposed facility in accordance with the provisions of this By-Law, and the requirements of the Township Zoning By-Law No. 1360-2002; and

- (3) The owner and/or operator of a Provincially Regulated Farm has developed a nutrient management strategy and/or a nutrient management plan and designed the proposed facility in accordance with the provisions of Ontario Regulation 267/03, as amended.

SECTION 5 – SITING OF LIVESTOCK FACILITIES FOR REGULATED FARMS

5.1 Siting for New Livestock Facilities

The siting of new livestock barns or nutrient storage facilities for Regulated Farms shall be in accordance with the setback requirements set out in Part VIII of Ontario Regulation 267/03, except that:

- 5.1.1 No new livestock barns or nutrient storage facilities shall be located within Environmental Protection I and II overlays or within the Regulatory Flood lines as set out in the Township of Blandford-Blenheim Zoning By-Law No. 1360-2002.
- 5.1.2 New livestock barns or nutrient storage facilities proposed within 120 metres (394 feet) of the Environmental Protection I overlay or within 50 metres (164 feet) of the Environmental Protection II overlay shall be subject to the additional requirements set out in the General Provisions of the Township Zoning By-Law No. 1360-2002.

5.2 Siting for Expanding Livestock Facilities

Existing livestock barns or nutrient storage facilities for Regulated Farms proposed for expansion shall meet the setback requirements for wells, surface water, floodlines, and tile drainage systems as set out in Part VIII of Ontario Regulation 267/03 or shall not further reduce an existing insufficient setback.

5.3 Minimum Distance Separation

- 5.3.1 Prior to the issuance of a Building Permit, the owner and/or operator shall demonstrate that livestock barns and nutrient storage facilities will be located in accordance with the Ontario Ministry of Agriculture and Food Minimum Distance Separation Formula II, as provided for in Appendix E to this By-Law, and as required by Township Zoning By-Law No. 1360-2002.
- 5.3.2 Where the livestock barn or nutrient storage facility cannot satisfy the requirements of Minimum Distance Separation Formula II, the owner may apply to the Township Committee of Adjustment for a minor variance pursuant to The Planning Act, R.S.O. 1990, as amended.
- 5.3.3 An owner who is granted a minor variance by the Township Committee of Adjustment for a livestock barn or nutrient storage facility, shall be deemed to satisfy the requirements of the Minimum Distance Separation Formula II.

SECTION 6 - NUTRIENT MANAGEMENT PLAN (MUNICIPAL) FOR MUNICIPALLY REGULATED LIVESTOCK FARMS

6.1 Nutrient Management Plan (Municipal) Required for a Permit

- 6.1.1 The requirements herein for a Nutrient Management Plan (Municipal) shall only apply to Municipally Regulated Livestock Farms. A Nutrient Management Plan (Municipal) shall be

prepared using the NMAN program of the Ontario Ministry of Agricultural and Food in accordance with the requirements set out in Part III of Ontario Regulations 267/03, as amended and associated protocols, except that:

1. the person who prepares the Plan is not required to be qualified under Part X of Ontario Regulation 267/03, although such qualification is encouraged;
2. the Corporation shall assign a Nutrient Management Plan identification number for the purpose of registration and land-base tracking;
3. the provisions relating to Short-Form Plans in Ontario Regulation 267/03 do not apply;
4. the provisions of Section 6.4 to this By-law apply with respect to Nutrient Management Plan cessation and renewal.

6.1.2 A Nutrient Management Plan (Municipal) shall be completed prior to the issuance of a Building Permit:

- (i) for erecting a new livestock barn and/or nutrient storage facility, or
- (ii) for altering a livestock barn or nutrient storage facility.

6.1.3 Prior to the issuance of a Building Permit, the owner and/or operator shall demonstrate that the Nutrient Management Plan (Municipal) has undergone Third Party Review, and that any concerns or issues with respect to the plan identified in the review have been addressed to the satisfaction of the Corporation.

6.2 Land Base Requirement

6.2.1 A sufficient, tillable land base shall be maintained for the application of livestock manure as prescribed by the Nutrient Management Plan (Municipal).

6.2.2 Land application of livestock manure shall be in accordance with the provisions of Part VI of Ontario Regulation 267/03 pertaining to land application and associated Nutrient Management Protocol.

6.2.3 In addition to the land application provisions of Section 6.2.2, the application of livestock manure to lands within Environmental Protection I and II overlays as set out in the Township of Blandford-Blenheim Zoning By-Law shall only be permitted on existing cleared areas where agricultural practices are established.

6.2.4 The submission of the Nutrient Management Plan (Municipal) shall be accompanied by signed land base agreements as outlined in Appendix C with persons whose lands will be used for the application of livestock manure and which are not owned by the owner and/or operator. Such agreements shall be in effect for a maximum of three years, in accordance with the effective period of the Plan.

6.2.5 It shall be the responsibility of the owner and/or operator to maintain current land base agreements over the effective period of the Plan and to file such agreements with the Corporation. The owner and/or operator shall be required to notify the Corporation of new or amended agreements pertaining to the Nutrient Management Plan (Municipal) within 30 days of any changes in land base configuration.

6.2.6 The Corporation and the County of Oxford shall maintain a registry of the land base receiving:

- a) Livestock manure in accordance with Nutrient Management Plans (Municipal) of Municipally Regulated Livestock Farms that have undergone Third Party Review; and
- b) Biosolids from County-owned facilities.

6.3 Alternative Disposition of Solid Livestock Manure

- 6.3.1 If the owner and/or operator wishes to dispose of solid livestock manure by alternative off-site arrangements, he may arrange to sell a quantity of solid livestock manure to an intermediate generator or a broker, as defined herein. The owner and/or operator shall set out these alternative arrangements as part of the Nutrient Management Plan and any agreement shall provide for appropriate and adequate solid manure storage and management by the purchaser in accordance with this By-Law or Ontario Regulation 267/03, whichever takes precedence.
- 6.3.2 In the case of alternative disposition of solid livestock manure, the submission of the Nutrient Management Plan shall be accompanied by a signed agreement as outlined in Appendix D with persons who will be acquiring a quantity of solid livestock manure, which shall be defined in the agreement.
- 6.3.3 The owner and/or operator shall demonstrate to the Corporation that the alternative arrangement for disposal of solid livestock manure has been recommended by the Ontario Ministry of Agriculture and Food, and that any concerns or issues identified with the arrangement have been addressed to the satisfaction of the Corporation.
- 6.3.4 It shall be the responsibility of the owner and/or operator to maintain current agreements over the effective period of the Plan and to file such agreements with the Corporation. The owner and/or operator shall be required to notify the Corporation of new or amended agreements pertaining to the Nutrient Management Plan (Municipal) within 30 days of any changes in arrangements for solid livestock manure disposition.

6.4 Nutrient Management Plan (Municipal) Renewal

- 6.4.1 A Nutrient Management Plan (Municipal) prepared in accordance with this By-Law shall cease to be in force on the third anniversary of the day on which the Third Party Review was completed for the Plan, as indicated on Form A-1 appended to this By-Law.
- 6.4.2 Any owner and/or operator who has completed a Nutrient Management Plan (Municipal) in accordance with this By-Law, or any other By-law, is responsible for renewing the Nutrient Management Plan (Municipal) every three years, effective on the third anniversary of the day on which the Third Party Review was completed.
- 6.4.3 The renewal of a Nutrient Management Plan (Municipal) shall require Third Party Review.
- 6.4.4 The submission of the Nutrient Management Plan (Municipal) renewal shall be accompanied by signed statements and agreements as outlined in Appendices A-1, B, C and/or D of this By-Law prior to being deemed to be renewed by the Corporation.

SECTION 7 - PROVISIONS FOR NUTRIENT STORAGE FACILITIES FOR MUNICIPALLY REGULATED LIVESTOCK FARMS

7.1 Construction Standard and Sizing

Under the provisions of this By-Law, no earthen manure storage facility shall hereafter be erected or enlarged on a municipally regulated livestock farm. All other permanent nutrient storage facilities shall be erected or altered in accordance with the following provisions:

- 7.1.1 New nutrient storage facilities, or existing nutrient storage facilities being expanded, require sufficient manure storage to be verified through the nutrient management planning process. For the purpose of this By-Law, sufficient livestock manure storage consists of a minimum of 240 days storage, in accordance with the provisions of Part VIII of Ontario Regulation 267/03 pertaining to Storage Capacity for Operations.
- 7.1.2 The provisions of Part VIII of Ontario Regulation 267/03 and associated protocols pertaining to Site Characterizations and associated hydrogeological or geotechnical investigations shall apply to all permanent liquid nutrient storage facilities and to permanent solid nutrient storage facilities consisting of solid manure pack areas in an animal housing area.
- 7.1.3 All applications for a permit for a permanent nutrient storage facility for liquid livestock manure shall be required to provide the location of the nearest field drainage tile by excavating a perimeter trench to a minimum depth of **1.5 metres** (5 feet) around the entire site of the nutrient storage facility. Should a drainage tile be located underneath or within **15 metres** (50 ft) of the location for a proposed liquid manure storage facility, then the drainage tile must be rerouted, removed, or capped prior to construction of the nutrient storage facility. Verification of this requirement shall be provided by the owner and/or operator to the Chief Building Official prior to construction.
- 7.1.4 Permanent nutrient storage facilities shall be designed and constructed in accordance with the provisions of the Ontario Building Code, as amended, and the applicable provisions of Part VIII of Ontario Regulation 267/03 and associated protocols pertaining to Design and Construction, Liners, Permanent Liquid Nutrient Storage Facility and Permanent Solid Nutrient Storage Facility.
- 7.1.5 All permanent nutrient storage facilities for solid livestock manure shall be required to have a method for the adequate elimination and/or management of liquids in accordance with the provisions of Part VIII of Ontario Regulation 267/03 pertaining to Permanent Solid Nutrient Storage Facility. Prior to obtaining a building permit, the owner and/or operator shall demonstrate that the method for adequate elimination and/or management of liquids has been recommended by the Ontario Ministry of Agriculture and Food, and that all identified concerns have been resolved to the satisfaction of the Corporation.
- 7.1.6 No person shall use a floor to transfer liquid manure in the course of the operation unless the floor is part of a floor transfer system defined in this By-law. A floor transfer system shall have a floor constructed of concrete and must be capable of containing the anticipated volume of liquids that are generated on the farm unit on which the system is located and transferring the liquids directly to a permanent liquid nutrient storage facility.

7.2 Temporary Storage of Solid Livestock Manure

The temporary storage of solid livestock manure generated from the farm will be permitted in a field, in accordance with the provisions pertaining to Temporary Field Nutrient Storage Sites in Part VIII of Ontario Regulation 267/03, except that:

- 7.2.1 The temporary uncovered storage of manure not within a permanent nutrient storage facility shall be allowed for a maximum of 60 days.
- 7.2.2 Where the temporary storage of manure exceeds 60 days, such stockpile shall be covered by an impermeable cover, which is tied down. The temporary storage of manure in excess of a period of 180 days from the date on which the manure was delivered will require a permanent nutrient storage facility, in accordance with the provisions of this By-law.

SECTION 8 - ISSUANCE OF PERMIT – REGULATED FARMS

- 8.1 A Building Permit shall be issued for a livestock barn or nutrient storage facilities for Regulated Farm operations upon demonstration to the satisfaction of the Chief Building Official at the completion of the following:
 - 1. compliance with the siting requirements as set out in Section 5 of this By-Law, and Township Zoning By-Law No. 1360-2002;
 - 2. compliance with construction, standard, and sizing requirements for nutrient storage facilities as set out in Section 7 of this By-Law for Municipally Regulated Livestock Farms;
 - 3. compliance with the nutrient management planning requirements as set out in Section 6 of this By-Law, and Township Zoning By-Law No. 1360-2002 for Municipally Regulated Livestock Farms.
 - 4. compliance with the requirements of Ontario Regulation 267/03 for Provincially Regulated Farms.

SECTION 9 - VIOLATION AND PENALTIES – MUNICIPALLY REGULATED LIVESTOCK FARMS

Every person who uses, erects or alters any livestock barn or nutrient storage facility in a manner contrary to any requirements of this By-Law or who causes or permits such use, erection, or alteration or who violates any provision of this By-Law or causes or permits a violation, shall be guilty of an offence and upon conviction thereof shall forfeit and pay a penalty not exceeding two thousand dollars (\$2,000.00) (exclusive of costs) for each offence, and each day of the occurrence of the offence shall be deemed to be a separate occurrence for each such offence, and every such penalty shall be recoverable under The Municipal Act, R.S.O. 1990, and The Provincial Offences Act, R.S.O. 1990.

SECTION 10 - VALIDITY

If any section, clause or provision of this By-Law, including anything contained in the appendices attached hereto, is for any reason declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the By-Law as a whole or any part thereof other than the section, clause or provision so declared to be invalid and it is hereby declared to be the intention that all the remaining sections,

clauses or provisions of this By-Law shall remain in full force and effect until repealed, notwithstanding that one or more provisions thereof shall have been declared to be invalid.

SECTION 11 - REMEDIES

- 11.1 In case any building or structure is to be erected, altered, extended or part thereof is to be used, or any land is to be used, in contravention of any requirement of this By-Law, such contravention may be restrained by the Corporation, provided that such action shall be taken in accordance with the Complaint Process contained within the Nutrient Management Policy attached as Appendix A or pursuant to the provisions of The Municipal Act, R.S.O. 1990 as amended.
- 11.2 Notwithstanding Section 11.1 to this By-Law, it is the expectation of the Corporation that the owner and/or operator will remain in full compliance with the approved Nutrient Management Plan at all times by complying with all requirements and practices set out in the approved Nutrient Management Plan. If for unforeseen circumstances or Acts of God, this is not possible, the owner and/or operator shall be required to document any change in practice from the approved Nutrient Management Plan and such documentation shall be made available to the Corporation in the event of a Complaint against the Regulated Farm operation.
- 11.3 Notwithstanding Section 11.2 to this By-Law, the owners and/or operators must at all times be in compliance with the land base requirements set out in Section 6.2 of this By-Law.

SECTION 12 – REPEAL OF EXISTING BY-LAW

By-Law No. 1264-99 is hereby repealed.

READ a first and second time this 3rd day of March, 2004.

READ a third time and finally passed this 3rd day of March, 2004.

(SEAL)


Donald S. Woolcott MAYOR


Keith Reibling CLERK

March 3, 2004

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM
BY-LAW NUMBER 1434-2004

A By-Law to amend Zoning By-Law Number 1360-2002, as amended.

WHEREAS the Municipal Council of the Corporation of the Township of Blandford-Blenheim deems it advisable to amend By-Law Number 1360-2002, as amended.

THEREFORE, the Municipal Council of the Corporation of the Township of Blandford-Blenheim, enacts as follows:

1. That Schedule "A" to By-Law Number 1360-2002 as amended, is hereby amended by changing to AB-5 the zone symbol of the lands so designated AB-5 on Schedule "A" attached hereto.
2. That Section 8.4 to By-Law Number 1360-2002, as amended, is hereby amended by adding the following subsection at the end thereof.

"8.4.5 LOCATION: PART LOT 1, CONCESSION 13 (BLENHEIM), AB-5

- 8.4.5.1 Notwithstanding any provision of this By-Law to the contrary, no person shall within any AB-5 Zone use any lot, or erect, alter or use any building or structure for any purpose except the following:

all uses permitted in Section 8.1 of this By-law;
a public garage.

- 8.4.5.2 Notwithstanding any provision of this by-law to the contrary, no person shall within any AB-5 zone use any lot, or erect, alter or use any building or structure for any purpose except in accordance with the following provisions:

- 8.4.5.2.1 DEFINITION OF A PUBLIC GARAGE:

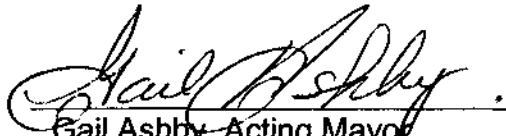
For the purposes of this subsection, a public garage shall mean a building or place where only **commercial motor vehicles** are washed, cleaned, serviced, painted or otherwise repaired and/or where only **commercial motor vehicles** are leased, rented, sold or kept for hire.

8.4.5.2.2 That all provisions of the AB Zone in Section 8.2 to this By-law, as amended, shall apply, and further that all other provisions of this By-law, as amended, that are consistent with the provisions herein contained shall continue to apply mutatis mutandis."

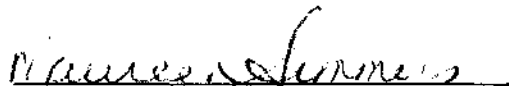
3. This By-Law comes into force in accordance with Sections 34(21) and (30) of the Planning Act, R.S.O. 1990, as amended.

READ a first and second time this 17th day of March, 2004.

READ a third time and finally passed this 17th day of March, 2004.


Gail Ashby, Acting Mayor

(SEAL)

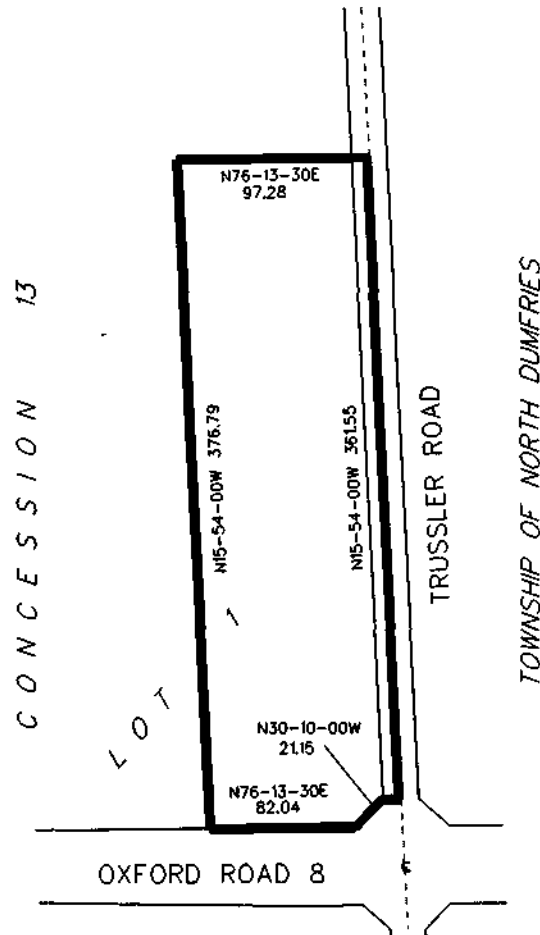

Maureen Simmons, Deputy Clerk

SCHEDULE "A"

TO BY-LAW No. 1434-2004

PART OF LOT 1, CONCESSION 13 (BLENHEIM)
PART 1, REFERENCE PLAN 41R-1378

TOWNSHIP OF BLANDFORD-BLENHEIM



THIS IS SCHEDULE "A"

TO BY-LAW No. 1434-2004, PASSED

THE 17 DAY OF March, 2004



AREA OF ZONE CHANGE TO AB-5

NOTE: ALL DIMENSIONS IN METRES



GeoGraphics
information systems

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Gail Ashby, Acting MAYOR

Maureen Simmons, Deputy CLERK

TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1434-2004

EXPLANATORY NOTE

The purpose of By-Law Number 1434-2004 is to rezone lands located on the north side of Oxford Road 8, at Trussler Road, and comprising Part Lot 1, Concession 13 (Blenheim), in the Township of Blandford-Blenheim from 'Agri-Business Zone (AB)' to 'Special Agri-Business Zone (AB-5)' to allow development of a public garage. The public garage use is restricted to only commercial motor vehicles. The subject lands are currently owned by Coleman Equipment Ltd.

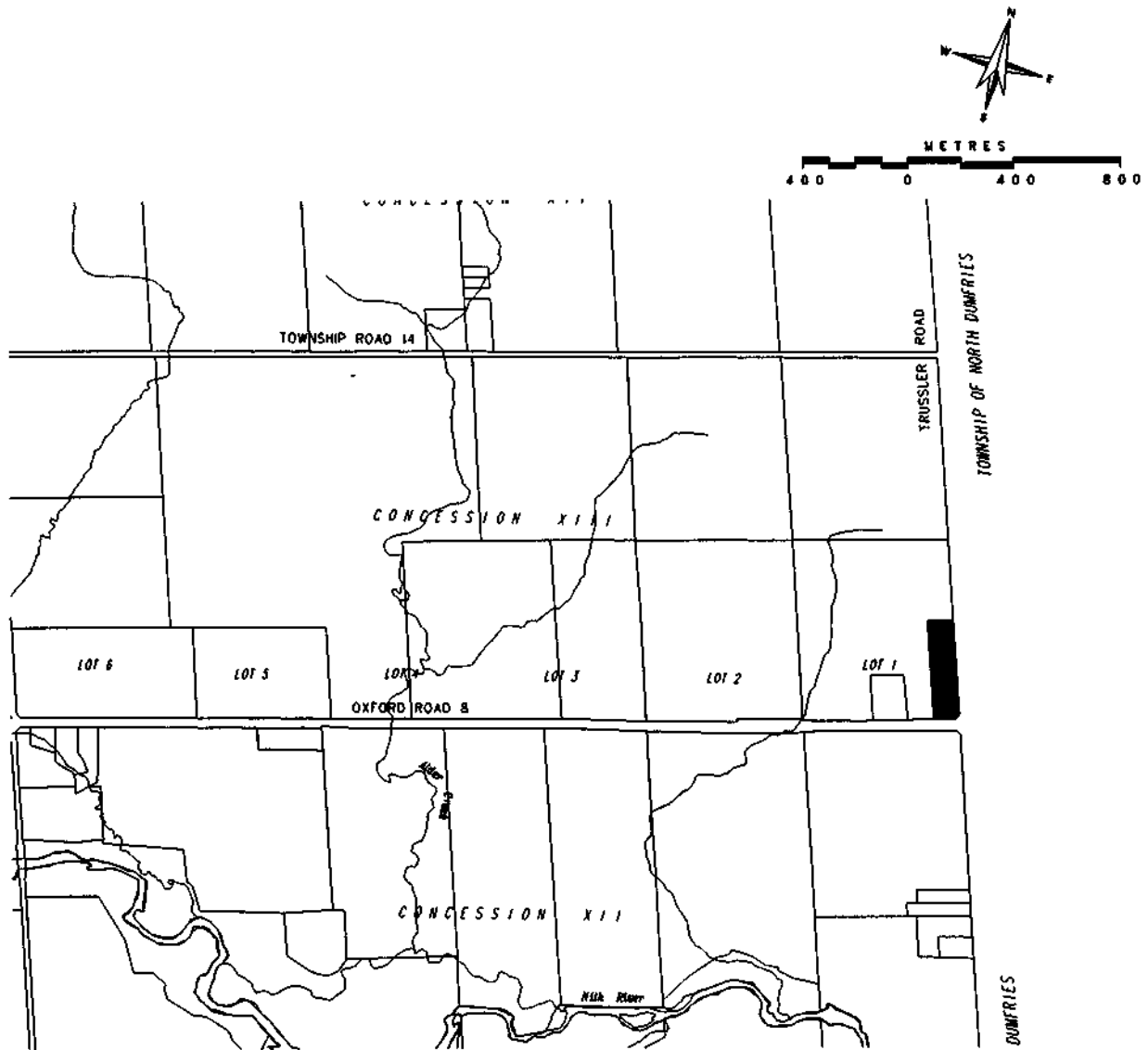
Municipal Council, after conducting the public hearing necessary to consider any comments to the proposed change in zone designation, approved By-Law Number 1434-2004. The public hearing was held on March 3, 2004.

Any person wishing further information relative to Zoning By-Law Number 1434-2004 may contact the undersigned.

Mr. Keith Reibling
Clerk-Administrator
Township of Blandford-Blenheim
P.O. Box 100
DRUMBO, Ontario
N0J 1G0

Telephone: 463-5347

KEY MAP



LANDS TO WHICH BY-LAW No. 1434-2004 APPLIES.

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM
BY-LAW NUMBER 1435-2004

Being a By-law to amend the permit fees of Building By-law Number 234-78, as amended.


WHEREAS the Municipal Council of the Corporation of the Township of Blandford-Blenheim deems it advisable to amend the permit fees of Building By-law Number 234-78, as amended.

NOW THEREFORE, the Municipal Council of the Corporation of the Township of Blandford-Blenheim, enacts as follows:

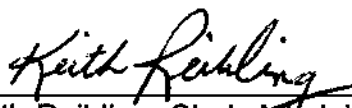
1. That Section "A" to By-law Number 234-78, as amended by By-law Number 1102-96, is hereby revoked, and shall be substituted by Schedule "A" attached.
2. That this By-law shall come into force and effect on the final passing thereof.

By-law **READ** a **FIRST** and **SECOND** time this 7th day of April, 2004.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 7th day of April, 2004.


Donald S. Woolcott, Mayor

(SEAL)


Keith Reibling, Clerk-Administrator

SCHEDULE "A"

to By-law Number 1435-2004

CLASSES OF PERMITS AND PERMIT FEES

CLASS OF PERMIT

PERMIT FEE

1. RESIDENTIAL TYPE

1.1	New Residential Dwellings	\$100.00 plus 25 cents per square foot of gross floor area.
1.2	Additions to Residential Dwellings	\$100.00 plus 25 cents per square foot of gross floor area.
1.3	Renovations to Residential Dwellings	\$100.00 Flat Rate
1.4	Unfinished Basements	\$100.00 Flat Rate (same as 1.3)
1.5	Porches, Decks (under 108 sq.ft. & less than 2'0" above grade – building permit not required)	\$100.00 plus 20 cents per square foot
1.6	Attached or Detached Garage or Carport	\$100.00 plus 20 cents per square foot
1.7	Storage or Garden Sheds (Over 108 sq.ft.)	\$100.00 plus 20 cents per square foot
1.8	Garden or Small Yard Sheds (Under 108 sq.ft.)	N/C – must comply with Township Zoning By-law
1.9	Swimming Pools; Swimming Pools with deck	\$100.00 flat rate \$100.00 flat rate
1.10	Wood Burning Stoves, appliances, fireplaces & fireplace inserts	\$100.00 Flat Rate

2. AGRICULTURAL TYPES

2.1	New Animal and Poultry Housing Buildings	\$100.00 plus 10 cents per square foot of gross floor area
2.2	Additions	\$100.00 plus 10 cents per square foot of gross floor area
2.3	Renovations	\$100.00 Flat Rate
2.4	Implement and Storage Buildings	\$100.00 plus 10 cents per square foot of gross floor area
2.5	Horizontal or Bunk Silos	\$100.00 plus 5 cents per square foot
2.6	Liquid/Solid Manure Storage Structures	\$100.00 plus 5 cents per square foot
2.7	Vertical Silos, Grain Bins, etc.	\$100.00 Flat Rate

3. **COMMERCIAL, INDUSTRIAL & INSTITUTIONAL TYPES:**

- | | | |
|-----|--|---|
| 3.1 | New Commercial, Industrial & Institutional Buildings | \$100.00 plus 25 cents per square foot of gross floor area. |
| 3.2 | Addition to Commercial, Industrial & Institutional Buildings | \$100.00 plus 25 cents per square foot of gross floor area. |
| 3.3 | Renovations to Commercial, Industrial, Institutional Buildings | \$250.00 Flat Rate |

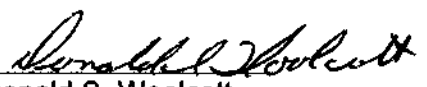
4. **PLUMBING**

- | | | |
|-----|--|-------------------------------|
| 4.1 | Single Family Dwellings | Included with Building Permit |
| 4.2 | Multiple Dwellings | Included with Building Permit |
| 4.3 | Commercial, Industrial & Institutional Buildings | Included with Building Permit |
| 4.4 | Water Service Connection | \$25.00 Flat Rate |
| 4.5 | Sanitary Connection | \$25.00 Flat Rate |
| 4.6 | Plumbing Inspection Only - To All Categories | \$50.00 + \$10/fixture |

5. **MISCELLANEOUS**

- | | | |
|-----|---|--------------------|
| 5.1 | Change of Use Permit (No construction proposed) | \$100.00 Flat Rate |
| 5.2 | Sign Permit - Section 3.14 OBC | \$100.00 Flat Rate |
| 5.3 | All Designated Structures (OBC) | \$250.00 Flat Rate |
| 5.4 | Demolition Permit - Non Farm Structures | \$50.00 Flat Rate |
| 5.5 | Temporary Structures | \$100.00 Flat Rate |
| 5.6 | Tents | No Charge |

This is Schedule "A"
to By-law Number
1435-2004 passed on
the 7th day of
April, 2004.


Donald S. Woolcott,
Mayor

(SEAL)


Keith Reibling,
Clerk-Administrator

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM
BY-LAW NUMBER 1436-2004

Being a By-law to authorize a new revised Employee Manual to provide written documentation to outline existing policies and procedures practiced by the Township of Blandford-Blenheim.

WHEREAS Section 8 of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, provides that Councils of all municipalities have the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Act.

AND WHEREAS the municipality has several employees, officers and servants employed to provide services for the Council and residents of the municipality.

AND WHEREAS Council deems it advisable to adopt the policies and procedures outlined in the Employee Manual by By-law.

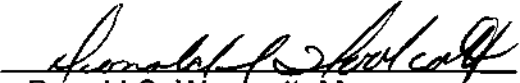
NOW THEREFORE the Council of The Corporation of the Township of Blandford-Blenheim enacts as follows:

1. That the Employee Manual dated May 1st, 2004 attached hereto as Schedule "A" is hereby adopted.
2. That minor amendments to any portion of the Employee Manual during the term of Council may be done by resolution of Council provided that an amending by-law to consolidate the amendments is enacted in October of the final year of the term of Council.
3. That the provisions of this by-law are deemed to have taken full force and effect on the 1st day of May, 2004 and shall remain in force until amended or repealed.
4. By-law Number 1318-2000 being a By-law to establish the current Employee Manual enacted on the 4th day of October, 2000 is hereby repealed.
5. That this by-law may be cited as the Township of Blandford-Blenheim Employee Manual By-law.

By-law Number 1436-2004 Cont'd.:

By-law **READ** a **FIRST** and **SECOND** time this 5th day of May, 2004.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 5th day of
May, 2004.


Donald S. Woolcott, Mayor

(SEAL)


Keith Reibling, Clerk-Administrator

SCHEDULE "A"

TOWNSHIP OF BLANDFORD-BLENHEIM

EMPLOYEE MANUAL

Authorized by

***BY-LAW NUMBER* 1436-2004 the 5th day of May, 2004.**

AMENDED BY

***BY-LAW NUMBER* _____ the _____ day of _____**

***BY-LAW NUMBER* _____ the _____ day of _____**

***BY-LAW NUMBER* _____ the _____ day of _____**

TOWNSHIP OF BLANDFORD-BLENHEIM

EMPLOYEE MANUAL

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TOWNSHIP OF BLANDFORD-BLENHEIM

EMPLOYEE MANUAL

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EMPLOYEE MANUAL

FOR THE EMPLOYEES OF THE TOWNSHIP OF BLANDFORD-BLENHEIM

1. General Policy Statement

1.1 Purpose

The purpose of the Employee Manual is to provide a written document that outlines the existing policies and procedures practiced by the Township of Blandford-Blenheim to serve as a guide and reference for employees as they carry out their day-to-day activities.

1.2 Objective

It is the objective of the Council of the Township of Blandford-Blenheim to be a fair and progressive employer, consistent with its responsibilities to all citizens of the municipality. As part of this objective, the Township recognizes its obligations under provincial and federal statutes concerning human rights, fair employment practices and similar statutory requirements.

It is the Township's intention to maintain a relationship of open communications within its organization to ensure an informed working environment.

1.3 Application

Policies in this Employee manual apply to all employees of the Township unless there is an individual employment contract in place in which case the employment contract shall take precedence where there is a conflict.

1.4 Expectations of employees

The Township Council expects its employees to make every attempt to carry out their job duties and to serve the public as effectively and efficiently as possible bearing in mind that it is Council's goal to provide the citizens of the municipality with the best services possible at a cost that is affordable.

2. Definitions

- 2.1 “Regular Employee” means a salaried officer, clerk, worker, servant or any other person employed as defined by the *Employment Standards Act* and Revenue Canada legislation and regulations on a continuous full-time basis for at least 80% of the standard work week in effect for the position he/she occupies and whose status has been declared “full-time” by the Department Head.
- 2.2 “Department Head” means a regular employee who has the title of Clerk-Administrator; Treasurer/Collector; Road Manager; Fire Chief; Chief Building Official/Drainage Superintendent and Facility Manager.
- 2.3 “Part-time Employee” means an employee who, at the time of hire, is expected to regularly work on a continuing basis for less than 80% of the standard work week in effect for the position he/she occupies, but does not mean a volunteer firefighter.
- 2.4 “Casual Employee” means:
 - 2.4.1 A person who has attained his/her 65th birthday.
 - 2.4.2 Students employed during school/college/university vacation periods.
 - 2.4.3 Students enrolled in a cooperative education program.
 - 2.4.4 A person employed to undertake a specific function that is for a definite term or task or which is seasonal in nature (e.g. person filling in for an employee on “parental leave”, “long term disability” etc.).
 - 2.4.5 A person employed under an employment incentive program financed fully or partially through Federal or Provincial Fund.
- 2.5 “Service” means the length of continuous service (in months) with the Township dating from the last date of hire as a regular or part-time employee. It includes periods during which an employee is on a medical leave of absence in accordance with Section 20.2. Service for part-time employees will be calculated by using 162 hours as representative of the average monthly hours worked by a full-time employee. Casual employees will not accumulate service.
 - 2.5.1 Individuals who were employed by the municipality prior to their date of last hire and who left its employ voluntarily, or were terminated for reasons that were not related to performance or conduct may, at the time of hiring, receive credit for periods of past employment as a regular employee.

3. Hours of Work

- 3.1 The normal workweek for regular employees is set out below and shall be exclusive of eating periods but inclusive of two fifteen minute rest periods. The provisions of this article are intended only to provide a basis for calculating overtime (if applicable) and shall not constitute a guarantee of either hours per day or per week or working schedules. The hours of work or working schedules for individual employees may be varied to deal with special circumstances.

3.1.1 Clerk-Administrator; Treasurer/Collector, Accounting Clerk and Administrative Assistant to the Clerk-Administrator

- a. Normal Work Day – 7 hours
- b. Normal Work Week – 35 hours, Monday to Friday
- c. Normal Working Hours – 8:30 a.m. to 4:30 p.m. with a one hour eating period.
- d. In spite of (c) above and in recognition of the necessity for certain Departments to establish different hours of work in order to ensure efficient and effective delivery of public services, the work day, the work week and the normal working hours may vary. Subject to the provisions of 3.1 above, the employee will be advised of his/her normal working hours at time of hire. In the event that the normal working hours are changed the Department Head will make every effort to provide the employee with two weeks notice in writing. A one day adjustment will only be through verbal communication.

3.1.2 Chief Building Official/Drainage Superintendent, Fire Chief/Building Inspector, Facility Manager, Facility Attendant and Arena Worker

- a. Normal Work Day – 7 1/2 hours
- b. Normal Work Week – 37 1/2 hours, Monday to Friday
Facility Manager will be Tuesday to Saturday and the
Facility Attendant will be Sunday to Thursday
- c. Normal Working Hours – 8:00 a.m. to 4:30 p.m. with a one-hour eating period.
Facility Manager will be 9:00 a.m. to 5:30 p.m. with a one-hour eating period,
Facility Attendant will be 3:00 p.m. to 11:00 p.m. on Sunday and 4:30 p.m. to
12:30 a.m. on Monday to Thursday with a one-half hour eating period,
Arena Worker will be 6:00 a.m. to 2:30 p.m. with a one-hour eating period.
- d. In spite of (c) above and in recognition of the necessity for certain Departments to establish different hours of work in order to ensure efficient and effective delivery of public services, the work day, the work week and the normal working hours may vary. Subject to the provisions of 3.1 above, the employee will be advised of his/her normal working hours at time of hire. In the event that the normal working hours are changed the Department Head will make every effort to provide the employee with two weeks notice in writing. A one day adjustment will only be through verbal communication.

3.1.3 Road Manager

- a. Normal Work Day – 8 hours
- b. Normal Work Week – 40 hours, Monday to Friday
- c. Normal Working Hours – 7:00 a.m. to 4:00 p.m. with a one hour eating period.
- d. In spite of (c) above and in recognition of the necessity for certain Departments to establish different hours of work in order to ensure efficient and effective delivery of public services, the work day, the work week and the normal working hours may vary. Subject to the provisions of 3.1 above, the employee will be advised of his/her normal working hours at time of hire. In the event the normal working hours are changed the Department Head will make every effort to provide the employee with two weeks notice in writing. A one day adjustment will only be through verbal communication.

3.1.4 Road Supervisor, Equipment Operator/Labourer

- a. Normal Work Day – 8 1/2 hours Monday to Thursday and 8 hours on Friday
- b. Normal Work Week – 42 hours, Monday to Friday
- c. Normal Working Hours – 7:00 a.m. to 4:00 p.m. with a one-half hour eating period on Monday to Thursday and 7:00 a.m. to 3:30 p.m. with a one-half hour eating period on Friday.
- d. In spite of (c) above and in recognition of the necessity for certain Departments to establish different hours of work in order to ensure efficient and effective delivery of public services, the work day, the work week and the normal working hours may vary. Subject to the provisions of 3.1 above, the employee will be advised of his/her normal working hours at time of hire. In the event the normal working hours are changed the Department Head will make every effort to provide the employee with two weeks notice in writing. A one day adjustment will only be through verbal communication.

3.1.5 Part-time employees

- a. Normal Work Day – 7, 7 1/2, 8 or 8 1/2 hours depending upon the work involved
- b. Normal Work Week – 35, 37.5, 40 or 42 hours, on any day of the week depending upon the work involved
- c. Normal Working Hours – that will vary depending on the work involved with an eating period that may vary from between one-half hour to one hour in duration depending upon the work involved.

- d. In spite of (c) above and in recognition of the necessity for certain Departments to establish different hours of work in order to ensure efficient and effective delivery of public services, the work day, the work week and the normal working hours may vary. Subject to the provisions of 3.1 above, the employee will be advised of his/her normal working hours at time of hire. In the event the normal working hours are changed the Department Head will make every effort to provide the employee with two weeks notice in writing. A one day adjustment will only be through verbal communication.

3.1.6 Casual Employees

- a. Normal Work Day and Work Week may vary depending upon the function performed. A casual employee should acquaint him/herself with the working hours when he/she is hired.

4. Probationary Period

- 4.1 The probationary period for Department Heads shall be one year of active employment.
- 4.2 The probationary period for regular employees shall be nine months of active employment.
- 4.3 The probationary period for part-time employees shall be 130 days of active employment.
- 4.4 Any leave granted, except earned vacation, during the probationary period shall not form part of the probationary period for the purpose of evaluating acceptable job performance.
- 4.5 The probationary period for any employee shall start on the date on which the employee commenced regular or part-time employment in the position. Continued employment shall depend upon satisfactory completion of the probationary period and continuation of acceptable job performance.
- 4.6 If an employee's work/conduct is not satisfactory he/she will be terminated before the end of the probationary period unless Council, upon the recommendation of the Department Head and the Clerk-Administrator, has authorized the extension of the probationary period for a specified period.
- 4.7 Casual employees will be subject to ongoing assessment.

5. Time-in-lieu and overtime pay.

5.2 Time in lieu

- 5.2.1 The Road Supervisor, Equipment Operator/Labourer, Facility Attendant and Arena Worker are entitled to take time off in lieu of overtime earned providing: (1) it has been approved by their immediate Supervisor and (2) the time is taken within the same two-week period that the overtime was earned.
- 5.2.2 Clerk-Administrator, Treasurer/Collector, Road Manager and Fire Chief/Building Inspector – 5 days per year or cash payment for up to 75% of the value of the five days or any part thereof remaining at the time of the last pay period in the year.
- 5.2.3 Chief Building Official/Drainage Superintendent, Facility Manager, – time in lieu or cash payment for up to 75% of the value of the time in lieu remaining at the time of the last pay period in the year where the individual can document that additional hours have been spent during his/her regular work week to a maximum of five days in any one calendar year.

5.3 Overtime pay

- 5.3.1 The work of the Department Heads is considered to be supervisory or managerial in nature, consequently, they will not receive overtime pay. The salary range within which they are compensated is intended to reflect the fact that they are expected to attend meetings, deal with emergencies and other matters related to the responsibilities outlined in their Role Description outside of normal working hours with no additional compensation other than in situations where they are required to work during what is considered their normal weekend or statutory holiday in which case they will receive payment for all hours worked at their normal hourly rate.
- 5.3.2 When the task in any area cannot be completed during the standard hours, or if unusual circumstances arise, the supervisor may require or provide approval for extra hours to be worked. In this circumstance all regular employees (except those identified as Department Heads shall be paid in the following manner:
 - 5.3.2.1 for any hours worked beyond the normal daily hours or weekly hours (either before starting time or after quitting time) identified in Section 3.1.1 to 3.1.6 on the basis of time and one-half.
 - 5.3.2.2 for any hours worked on a Sunday, Christmas Day, Boxing Day (December 26) or New Year's Day on the basis of two times the normal hourly rate.

5.4 Call Back

Any employee, except those identified in 5.3.1 above, who has left his/her place of work but is called back to work outside his/her regular hours or outside overtime hours immediately before or after his/her regular hours, shall be paid for the actual hours worked or for a minimum of three hours, whichever is greater, at his/her appropriate rate.

6. Paid Holidays

6.1 This section applies to Regular, Part-Time and Casual Employees.

- 6.1.1 Part-time and Casual Employees shall be entitled to paid holidays equal to the Public Holidays set out in the *Employment Standards Act*, namely; New Year's Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day (December 26th).
- 6.1.2 Regular Employees shall be entitled to Paid Holidays, namely; New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day (December 26th) and one Floating Holiday to be mutually agreed upon by the employee and Department Head.
- 6.1.3 Whenever any of the paid holidays fall on a Saturday or Sunday, and are not proclaimed as being observed on some other workday, the following Monday and/or Tuesday shall be deemed to be the holiday, unless otherwise specified by Council.
- 6.1.4 For Regular employees payment for the holiday shall be equal to the employee's regular daily earnings.
- 6.1.5 For Part-time and Casual employees the holiday pay shall be equal to the total amount of regular wages and vacation pay payable to the employee in the four work weeks before the work week in which the public holiday occurred, divided by twenty.
- 6.1.6 In order to qualify for payment for the above holidays, employees are required to work the full scheduled shift immediately preceding and immediately following the holiday except where the absence on either or both of these shifts is due to vacation or verified personal illness.
- 6.1.7 If a Regular Employee works on a paid holiday the provisions contained in the overtime pay section apply.

7. Vacation

- 7.1 The Vacation year observed shall be the calendar year corresponding with the pay periods recorded on the annual Statement of Remuneration Paid (T4) as issued by the Township.
- 7.2 Unless otherwise approved by Council at the time of hire, a regular employee will be entitled to vacation credits during his/her first calendar year of employment at the rate of 4% of gross earnings payable with the bi-weekly pay period. A regular employee may with the consent of his/her supervisor take up to two (2) weeks as a leave of absence without pay prior to the end of his/her first calendar year.
- 7.3 Vacation time will be granted during the year in which it is earned and employees must take their vacation before the end of the vacation year in which the vacation is granted unless, because of extenuating circumstances, a written request, filed prior to December 1st has been

approved by the Department Head, the Clerk-Administrator and Council. In this case up to a maximum of ten (10) days of vacation may be carried forward to the next ensuing year.

- 7.4 No cash payment in lieu of vacation time off will be made and all credits not used by the end of the current year and not carried over pursuant to Section 7.3 will be lost, subject to the requirements of the *Employment Standards Act*.
- 7.5 The Department Head is responsible for scheduling and approving vacations and posting vacation schedules. In doing so he/she shall have due regard for the need to maintain the efficient operation of the department while attempting to grant vacations which meet employee needs but in no instance shall the amount deducted for vacation taken be less than one-half day.
- 7.6 Regular employees will be granted annual vacation with pay as follows:

Length of service	Days of Vacation
In the year immediately following his/her first year of employment referred to in 7.2 above up to and including the fourth year of continuous service	10 working days, adjusted if necessary to represent 4% of gross earnings
In the fifth year of employment and up to and including the ninth year of continuous service	15 working days
In the tenth year of employment and up to and including the fourteenth year of continuous service	20 working days
In the fifteenth year of employment and up to and including the twenty-fourth year of continuous service	25 working days
In the twenty-fifth year of employment and for each year of continuous service thereafter	30 working days

- 7.7 Regular employees, upon termination of employment or retirement, will receive vacation pay of 4%, 6%, 8%, 10% or 12% of their gross earnings from the start of the current vacation year, depending on whether they are entitled to 10, 15, 20, 25 or 30 working days of vacation from which shall be subtracted the value of any vacation taken during the current vacation year.
- 7.8 No more than two consecutive weeks of vacation can be taken at one time. However, if the vacation of other employees is not affected and efficient operation of the municipality can be maintained, a regular employee may, with the approval of the Department Head, be allowed to take a vacation that is longer than two consecutive weeks. In spite of this provision no regular employee shall be allowed to take a vacation that exceeds four consecutive weeks unless there are extenuating circumstances and the Clerk-Administrator and Council has approved.
- 7.9 When a paid holiday (Statutory Holiday) falls during the vacation period, one additional day shall be granted at a time convenient to the Township and the employee.
- 7.10 If a regular employee becomes hospitalized during a vacation, he/she may be granted alternative vacation days equivalent to the number of working days hospitalized providing:
- 7.10.1 The employee was hospitalized in a recognized institution and verification of this is received.

7.10.2 The alternative days are taken at a time mutually convenient to the employee and his/her supervisor.

7.11 Regular employees shall not accumulate vacation or service credits if any one of the following conditions apply:

7.11.1 If the employee is on long-term disability.

7.11.2 If the employee has been granted a leave of absence without pay and it is anticipated the leave of absence will exceed fifteen working days.

7.12 Part-time employees shall receive vacation pay at the rates noted below payable with the bi-weekly pay period.

Length of Service Determined in Accordance with Section 2.5	Vacation Entitlement
From date of employment up to including the fourth year of continuous service	4% of gross earnings
In the fifth year of continuous service up to and including the ninth year of continuous service	6% of gross earnings
In the tenth year of continuous service up to and including the fourteenth year of continuous service	8% of gross earnings
In the fifteenth year of continuous service and for each year of continuous service thereafter.	10% of gross earnings

7.13 Casual employees shall receive vacation pay at the rate of 4% of all monies earned payable with the bi-weekly pay period.

8.0 Conflict of Interest and Confidential Information

8.1 This section applies to Regular Employees, Part-Time Employees and Casual Employees.

8.2 The Township believes that a conflict of interest exists if an employee of the Township of Blandford-Blenheim lets his/her personal interests interfere with her/his job performance in serving the interest of the Township of Blandford-Blenheim. The Township expects that an employee of the Township would not accept or receive any gift whether in the form of money, services, loan, travel, entertainment, hospitality, promise or any other form under circumstances in which it could reasonably be inferred that the gift was intended to influence or reasonably be expected to influence the employee in the performance of his/her duties. The Township also expects that an employee will not engage in activities that will interfere with the employee's regular duties or are such that the employee has an advantage derived from employment with the Township.

- 8.3 The Township recognizes that many employees, in their day-to-day activities as employees of the Township of Blandford-Blenheim, deal with items that are confidential in nature. In some instances these items become so routine that employees tend to overlook the fact that information which seems insignificant to them may have serious implications if it is divulged, even to friends, relatives or fellow employees. Many Township employees, in their day-to-day activities, find out a great deal regarding the private affairs of Township citizens or other sensitive information. Employees are required to not divulge this information.
- 8.4 Every employee who either directly or indirectly reports to the Clerk-Administrator shall, as a condition of employment, confirm his/her acceptance of the Township's Code of Ethics, a copy of which is attached as Appendix "A" of this manual.
- 8.5 A substantiated breach of the guidelines outlined in 8.2 or 8.3 above could lead to disciplinary action up to and including termination.

9. Employee Complaints

- 9.1 This section applies to Regular Employees, Part-time Employees and Casual Employees.
- 9.2 It is recognized that in any organization, it is difficult to avoid occasional misunderstandings and complaints. Regardless of how unimportant such incidents may seem the Township of Blandford-Blenheim wants them to be reported and resolved promptly. Matters of this kind should be discussed with the employee's supervisor. If a mutually satisfactory understanding is not reached, further steps towards a solution are provided and should be taken.
- 9.3 An Employee who is not satisfied with the decision made by his/her immediate supervisor may present the problem to his/her Department Head. If a mutually satisfactory understanding is not reached, further steps towards a solution are provided and should be taken.
- 9.4 An Employee who is not satisfied with the decision made by his/her Department Head may present the problem to the Clerk-Administrator. The Clerk-Administrator will hold a meeting to discuss the matter with the individual and her/his supervisor. The Clerk-Administrator shall deal with the complaint and determine the matter.
- 9.5 If the employee is not satisfied with the decision made by the Clerk-Administrator, he/she may take the matter up as an "official complaint" with the Council or local board meeting in closed session. Any such complaint must be submitted in writing within ten (10) calendar days after the individual has received a decision from the Clerk-Administrator. The decision of Council is final.

10. Personnel Files

- 10.1 This section applies to Regular Employees, Part-time Employees and Casual Employees. Any employee, after giving reasonable notice, may, in the presence of his/her immediate supervisor and the Clerk-Administrator or his/her designate, review his/her personnel file during regular office hours.
- 10.2 The municipality will comply with the *Municipal Freedom of Information and Protection of Privacy Act* and will provide requested information in accordance with the provisions of the Act.

11. Employee Lay-Off and Recall

- 1.1 This section applies to Regular Employees, Part-time Employees and Casual Employees
- 11.2 Where a “lay-off” is necessary within a particular work area, employees with the greatest service who are part of the regular or part-time work force will be retained in that work area providing the employees are qualified in all respects to fill available positions.
- 11.3 In the event of an increase in the work force following a lay-off, the recall of persons shall be on the basis of the greatest amount of service, provided employees so recalled are qualified in all respects to perform the work available.
- 11.4 Before implementing the lay-off of employees who are part of the regular or part-time work force, the Township will investigate alternative suitable employment for these employees with the Township. A “suitable” employment opportunity shall be a vacant position for which the employee is fully qualified. An employee who accepts an alternative position in order to avoid a lay-off shall forfeit the right to recall.
- 11.5 An employee who is laid off shall retain but not accrue service during the lay-off. Recall rights shall cease when an employee has been laid off for a continuous period of three months in the case of an employee with less than one year of service, six months in the case of an employee with one year but less than five years of service and twelve months in the case of an employee with more than five years of service.

12. Termination of Employment

- 12.1 This section applies to Regular Employees, Part-time Employees and Casual Employees
- 12.2 An employee shall no longer be considered an employee of the Township and, where applicable, shall lose all service if he/she:

- 12.2.1 voluntarily leaves the employ of the Township
- 12.2.2 is discharged and not reinstated through the procedure available for dealing with employee complaints
- 12.2.3 is laid-off and recall rights under clause 11.5 have expired.
- 12.2.4 is absent from work without permission for three consecutive working days unless the employee gives an explanation satisfactory to the Township.
- 12.2.5 fails to return to work within seven calendar days after being recalled from lay-off by notice sent by registered mail, unless the employee gives an explanation satisfactory to the Township.
- 12.2.6 is absent from work due to illness or disability for a period of twenty-four months from the date of the initial illness or disability.
- 12.2.7 is absent from work for a period of thirty-six months due to injury covered by the Workers' Safety and Insurance Board
- 12.2.8 fails to return to work upon termination of an authorized leave of absence unless a reason satisfactory to the Township is given, or utilizes a leave of absence for purposes other than those for which the leave of absence was granted
- 12.2.9 fails, during a prolonged leave of absence due to sickness or disability, to provide a satisfactory medical certificate to verify continuance of sickness or disability as requested
- 12.2.10 fails to provide proof of possession of a certificate or similar credentials that are necessary to meet the requirements of the position.
- 12.3 Discharge of a regular or part-time employee must be approved beforehand by Council except in extenuating circumstances where the head of Council can authorize the action and notice or pay in lieu of notice will be provided in accordance with the *Employment Standards Act*.
- 12.4 Discharge of a casual employee may be approved by the Clerk-Administrator upon recommendation of the Department Head and, unless required under the *Employment Standards Act*, no notice or pay in lieu of notice will be provided.
- 12.5 Discharge for cause resulting from very serious actions or neglect by the employee [e.g. criminal acts against the Township, misrepresentation of qualifications, serious insubordination or serious violation of rules of the Township will be carried out in accordance with Sections 12.3 and 12.4 above and in this instance no notice or pay in lieu of notice will be provided.
- 12.6 Employees are expected/encouraged to give at least two weeks notice of voluntary resignation and Department Heads and Supervisors are expected/encouraged to give at least four weeks notice of voluntary resignation.

13. Performance Appraisals

- 13.1 This section applies to Regular Employees, Part-Time Employees and Casual Employees
- 13.2 Progression through the Township's salary schedule, which applies to Regular and Part-time Employees, is dependent upon job performance that shall be based upon a performance appraisal completed by the employee's immediate supervisor and related to specified job functions.
- 13.3 Regular employees, whether or not they are at job rate, who were employed by the Township on or before January 1st, 2004 and who remained in relatively the same position in spite of a change in their job title, shall have their performance appraisal date, upon which progression through the salary schedule will be based, established as July 1st of each year.
- 13.4 All new regular employees or regular employees promoted to other positions shall have their performance appraisal date (the date when they receive the formal appraisal upon which progression through the salary schedule will be based) set as July 1st of each year.
- 13.5 Part-Time employees shall be treated in accordance with 13.3 or 13.4 above except the next progression date for a part-time employee shall be based upon hours worked in relation to a standard work year of 1950 hours (half-way between 35 and 40 hour workweek). Even though a part-time employee will receive his/her performance appraisal on or before July 1st of each year, he/she must have worked more than 1950 hours since his/her last step progression and prior to June 1st of the year during which the performance appraisal is taking place in order to be considered for progression through the salary schedule.
- 13.6 Unless there are special arrangements at the time of hire or promotion, a new or promoted regular employee or part-time employee, even though the individual will receive performance appraisals in accordance with the table below, shall only be entitled to the opportunity for progression through the salary schedule at the time of his/her performance appraisal date set out in 13.4 and 13.5 above.

- 13.7 Performance appraisals for new or promoted regular and part-time employees (unless specific arrangements have been made with the employee) shall be in accordance with the table below:

Type of Employee	Time Period	Type of Review	Purpose
New or Promoted Department Head	3 months	Verbal Discussion	To monitor and evaluate progress (problems areas will be documented)
	6 months	Performance Appraisal	To monitor and evaluate progress and identify any areas that require attention
	12 months	Performance Appraisal	If job performance meets expectations to lift probationary period and confirm continuation of employment
New or Promoted Regular Employee (other than Department Head)	2 months	Verbal Discussion	To monitor and evaluate progress (problem areas will be documented)
	6 months	Performance Appraisal	To monitor and evaluate progress and identify any areas that require attention.
	9 months	Performance Appraisal	If job performance meets expectations to lift probationary period and confirm continuation of employment
Casual Employees	Subject to assessment on an ongoing basis in order to monitor and evaluate job performance and to identify any areas that require attention.		

- 13.8 The employee shall have a full opportunity to discuss the performance appraisal with the supervisor and shall acknowledge the discussion by signing the performance appraisal that is attached as Appendix "B" to this manual.

14. Salary Policy

- 14.1 This section applies to Regular, Part-time and Casual Employees
- 14.2 The purpose of this policy is to reiterate that the merit principle is a fundamental part of the Township's corporate philosophy by emphasizing pay for performance, encouraging an achievement-oriented environment, granting flexibility to reward employees according to performance and providing incentives to excel. The ranking of positions in the salary schedule was developed by taking into account levels of responsibility and authority as well as the qualifications and experience required to carry out the functions of the job and the requirements of *Pay Equity* legislation. The classification takes into account market conditions, prevailing relationships between standard municipal positions and organizational anomalies particular to Blandford-Blenheim.
- 14.3 The following objectives were used to develop the salary grid which has been adopted by Council by separate By-law and which is amended from time to time.
- 14.3.1 Salary grades should permit a progression from a stipulated minimum to a maximum and should cover each class of positions considered to have a similar level of responsibility and requirements.
- 14.3.2 The grid should reflect, within reasonable limits, salary levels that will allow the Township to attract and retain persons capable of meeting the requirements of the position and in order to meet this objective Council will review the adequacy of the salary grid as a whole on an regular basis to determine what across-the-board adjustment is required in order to reflect changes in competitive and community salaries, economic conditions and other factors.
- 14.4 Each job is presumed to have a full competency level, which is the level of achievement at which a properly qualified employee, who has, over a period of years, demonstrated increasing competence and who capably and consistently performs all the requirements of the position, may be paid.
- 14.5 Advancement from one step to another on the grid will only be considered for employees whose performance appraisal demonstrates that their sustained performance meets the position's requirements.
- 14.6 The pay period for all employees is a bi-weekly period starting Saturday at 12:01 a.m. and ending at midnight on the Friday of the bi-weekly period and all staff will be paid on the Thursday immediately following the end of the pay period for all work during the period.
- 14.7 All Department Heads shall ensure that daily time sheets are completed and approved and forwarded to the Payroll Clerk immediately following the end of the pay period.

15. Hiring, Performance Review Dates and Promotions

15.1 This section applies to Regular and Part-time employees.

15.2 Employees shall be hired as follows:

15.2.1 At Step 1 in the range for the job unless their current salary, experience or other factors make that rate uncompetitive.

15.2.2 A Department Head may authorize hiring at Step 2 where the conditions in 15.2.1 apply.

15.2.3 The Clerk-Administrator may approve hiring at Step 3 where the conditions in 15.2.1 apply.

15.2.4 The Council shall approve of hiring at Step 4 and above before the offer of employment is made.

15.3 In special cases where the Department Head wishes to reward exceptional performance or where a new/promoted employee has demonstrated an ability to quickly learn the job, he/she may recommend an increase to the next higher step before the July 1st review date. In these circumstances the performance review form must include specific examples of job performance and the resulting benefit to the organization and the increase must be approved by the Clerk-Administrator and Council.

15.4 Where an employee's performance is below the desired standards, the Department Head may defer an increase to the next higher step in the range. The deferral must be for a specific period of time (e.g. 3 or 6 months) and the employee must be advised in writing of performance expectations and the possible consequences of his or her continued unsatisfactory performance. Job performance must be reviewed again before the period of time has expired and a decision made regarding the increase recommendation (e.g. submit or defer again). Any increase must be approved by the Clerk-Administrator and the Council.

15.5 Promotions shall be dealt with as follows:

15.5.1 Employees promoted to a position that is classified higher than their present position shall move to a step in the new range that provides an increase that is not less than 5%.

15.5.2 The increase shall be effective on the date of promotion and subsequent step increases shall be based on the salary review date of July 1st.

15.6 Regular and part-time employees may appeal decisions made under the salary policy section. Any employee who does not feel s/he has been treated fairly or according to Township policies may take the steps set out in Section 9.

16. Position Vacancies

- 16.1 This section applies to Regular, Part-Time and Casual Employees.
- 16.2 If the position is a “new job”, the value of the job shall be determined by assessing it under the various factors outlined in the Township’s Pay Equity Plan in order to determine the Job Level before the position is posted or advertised.
- 16.3 Whenever vacancies occur in the various departments of the Township of Blandford-Blenheim, notice of such vacancies, together with the required qualifications and job rate, will be posted on the bulletin boards for a period of five working days. Unless the Council determines otherwise, while the posting is taking place the position shall also be advertised externally. Posting and advertising requirements may be waived by the Clerk-Administrator if it is deemed appropriate that a vacancy could be suitably filled by a Township employee with an occupational injury requiring modified work either on a temporary or permanent basis.
- 16.4 If the vacancy involves a temporary appointment to fill in for an employee (e.g. pregnancy or parental leave, long-term illness) the position may be filled by transfer or promotion of a regular or part-time employee without posting the position but such transfer or promotion is subject to the approval of the Clerk-Administrator.
- 16.5 At least two individuals who occupy supervisory positions will review all applications received and reach a consensus on the short-list of individuals to be granted an interview. Interview teams shall be comprised of no fewer than three individuals, at least two of whom occupy supervisory positions and; (1) at least one of the members of the interview team shall be a female and (2) no more than two members of the interview team shall be from the Department where the vacancy occurs.
- 16.6 When vacancies are being filled, prime consideration shall be given to the applicant’s qualifications and ability to do the job satisfactorily. Where these factors are relatively equal among applicants, employee service, if applicable, shall also be a factor.
- 16.7 All offers of employment shall be made by letter, which shall set out the title, starting date, duration, salary and other relevant facts and policies concerning the position. New employees must sign a copy of the offer letter, indicating their acceptance of the offer prior to beginning employment.
- 16.8 All employees must provide a written statement that to the best of their knowledge there is no disability or medical condition that would affect their ability to perform the essential duties of the job.
- 16.9 Falsification or misrepresentation of qualifications or personal conditions during the application and job interview process or in the acceptance letter shall be cause for immediate dismissal.
- 16.10 All applicants shall receive a reply from the Township unless the job advertisement states that only those applicants who are selected for an interview will be acknowledged.

- 16.11 Applications that are not “short-listed” for further consideration will be destroyed immediately. All other applications will be retained for one year from the date of the appointment of an individual to the position and then destroyed.
- 16.12 Employment of Relatives – A relative of an employee or a member of Council or local board may be hired provided that:
- 16.12.1 The application has been processed in the normal manner and the candidate is as well or better qualified for the position than all other candidates
 - 16.12.2 The candidate is not assigned to a position in which he/she would report directly to a related employee having supervisory responsibilities unless approval of council has been obtained.
- 16.13 New Employee Orientation - All new employees shall, as soon as possible after commencing employment, participate in an orientation session. The department head or his/her designate shall provide an overview of applicable Township policies, services, organization structure, safety practices, personnel and related issues.
- 16.14 When filling temporary positions involving students during their vacation period or individuals employed under the terms of a specific grant/subsidy program, the procedures outlined in 16.2 to 16.12 will generally apply. However, posting, interviewing and notification procedures may be streamlined if warranted.
- 17. Vehicle Allowance**
- 17.1 This section applies to Regular, Part-Time and Casual Employees unless there are special provisions listed below.
- 17.2 For purposes of this policy “distances necessarily travelled” shall mean all distances travelled except distances required when travelling from an employee’s residence to the facility to which he/she normally reports.
- 17.3 All employees referred to in Section 17.1 shall be entitled to an automobile allowance of \$0.37 per kilometre for all distances necessarily travelled in carrying out the requirements of their job when traveling within the boundaries of the municipality. In the event the distances traveled involve a destination outside of the boundaries of the municipality, the allowance shall be \$0.37 per kilometre.
- 17.4 The payment referred to in Section 17.3 is intended to cover all reasonable costs involved in vehicle operation and no other payments will be made for this purpose.
- 17.5 The Clerk-Administrator and Facility Manager shall receive a bi-weekly stand-by of \$28.85 plus \$0.37 per km. for travel associated with work, apart from the distance normally travelled to the place of employment and the stand-by amount shall be reduced by the actual travel accumulated in excess of \$28.85 bi-weekly, calculated on an annual basis.

- 17.6 The Chief Building Official/Drainage Superintendent and Fire Chief/Building Inspector shall have a vehicle provided from the office. The vehicle can be taken to place of residence for work-related duties, under the direction of the immediate supervisor. For convenience item 17.8 may also apply.
- 17.7 The Road Manager or the Road Supervisor (when the Road Manager is absent) will have a vehicle provided which can be taken to their place of residence. Taxable benefits for personal use of the vehicle will apply in accordance with Income Tax policies.
- 17.8 The spare Road Department vehicle is to be made available to all Township Departments from time to time.
- 18. Memberships, Professional Fees, Workshops, Conventions and Seminars**
- 18.1 The Township will pay the annual membership fees and reasonable meeting expenses for professional and related organizations providing they meet the following criteria:
- 18.1.1 Membership is necessary for practice of the employee's profession or it contributes to the professional growth and development of the employee
 - 18.1.2 The interests of the municipality are advanced through enhanced contacts and associations
 - 18.1.3 the employee gains specific skills that are of use in his/her job
- 18.2 Application for payment must be made annually to Council before any fees and expenses are paid
- 18.3 If an employee is seeking reimbursement for expenses associated with meetings of an Association, he/she must complete the prescribed form set out as Appendix "C".
- 18.4 Attendance at workshops and seminars that are one (1) day or less during working hours must be approved by the appropriate Department Head.
- 18.5 The Department Head may recommend to Council or local board that an a regular or part-time employee attend a Conference providing it meets the following criteria:
- 18.5.1 it is directly related to his/her present job with the municipality or attendance will significantly benefit the municipality.
 - 18.5.2 It is sponsored by a recognized association or similar organization
 - 18.5.3 All Department Heads may attend one (1) in Province Conference/Training Sessions per annum where overnight accommodation is involved. Attendance at any additional conferences during the calendar year involved require the approval of Council. Attendance at all out of Province conferences require the approval of Council.

- 18.6 Employees authorized to attend a workshop, seminar, conference or out-of-Township meeting on municipal or department business will be reimbursed for expenses incurred in accordance with the following provisions:
- 18.6.1 Employees will be paid the sum of \$0.37 per kilometer for all distances necessarily traveled in order to attend the conference/seminar plus associated parking fees or the actual cost for public transportation in which case a receipt is required. An attempt should be made to use the most economical means of travel with due regard for convenience.
 - 18.6.2 Employees will be reimbursed for actual hotel/motel costs for a standard room at the hotel/motel designated as the conference hotel. In the event the employee chooses to stay at another hotel/motel, reimbursement will be limited to the per night cost for a standard room at the conference hotel. A receipt is required.
 - 18.6.3 The Township will pay the registration cost in advance or the employee will be reimbursed for his/her registration fee upon production of a receipt.
 - 18.6.4 Where overnight accommodation is involved, employees will be paid an allowance for meals and other miscellaneous expenses of \$55 per day or part thereof.
 - 18.6.5 Expenses for a one (1) day training session, workshop, seminar or conference will be reimbursed upon submission of receipts for the actual expenses incurred.
- 18.7 Providing he/she makes a formal request at least five working days in advance, an employee authorized to attend a conference/seminar may request an advance representing up to 75% of the estimated cost of items 18.6.1 to 18.6.4 above if the employee is expected to make the initial outlay (e.g. in the event the employee has to pay the registration fee, he/she can include that in the amount for which he/she can receive the 75% advance).
- 18.8 Individuals seeking reimbursement for attendance at training session, workshop, conference or seminar must complete the prescribed form set out as Appendix "C".
19. **Staff Training and Development**
- 19.1 This section applies to Regular Employees
- 19.2 Employees interested in taking evening, correspondence or similar courses shall, subject to the availability of funds, be granted a refund of the tuition fees and, if necessary, provided with a leave of absence without pay to a maximum of one week per year, to write examinations if the examinations must be written during the employee's normal working hours provided that:
- 19.2.1 The course is directly related to the present job or future potential job with the Township.
 - 19.2.2 The course is given by a recognized educational institution

- 19.2.3 The employee has submitted detail of the course to the Department Head, received the appropriate approval (e.g. Clerk-Administrator, Council etc.) prior to commencement of the course and the cost of the course is within the budget provisions.
- 19.2.4 The employee has provided proof that he/she has paid for the course and that he/she has successfully completed the course (final transcript of marks or proof of 75% attendance in courses where there is no formal examination) and attached these documents to the reimbursement form that is attached as Appendix "D".
- 19.3 Reimbursement shall be at the rate of 100% of approved costs.
- 19.4 Employees contemplating involvement in evening, correspondence or similar courses should make their Department Head aware of these intentions as early as possible in the budget year by completing the prescribed form set out as Appendix "D".
- 20. Leaves of Absence**
- 20.1 Personal Leave for regular, part-time and casual employees is defined as leave of an employee without pay approved by the Department Head.
- 20.1.1 Personal leave may not be granted for a period of more than thirty calendar days, unless authorized by Council.
- 20.1.2 If the personal leave exceeds fifteen working days, the employee, if he/she has benefit coverage, must pay the total premiums for Group Life, Extended Health, Dental, and Long Term Disability coverage prior to the commencement of the leave.
- 20.1.3 If the personal leave exceeds fifteen working days, the vacation accumulation for that month shall be forfeited.
- 20.1.4 Normally, if the employee is enrolled in OMERS, neither the employee nor the Township will make OMERS contributions. The employee may arrange with OMERS to contribute for the broken service on behalf of the employee and the Township, subject to OMERS regulations.
- 20.2 Medical Leave of Absence for Regular Employees is defined as time off allowed for absence due to sickness or injury unrelated to work to a maximum of seventeen weeks from the commencement of the absence.
- 20.2.1 A medical leave of absence shall normally be granted to regular employees who are absent from work because of disability due to sickness or injury unrelated to work.

- 20.2.2 In order to qualify for short-term disability income, employees are required to notify their immediate supervisor of their inability to be at work because of sickness or disability.
 - 20.2.3 Employees may be required to produce details of sickness or disability in the form of a medical certificate from a qualified medical practitioner.
 - 20.2.4. Income protection for regular employees on medical leave of absence shall be in accordance with Section 28.2
 - 20.2.5 While a regular employee is on a medical leave of absence as defined above, the benefits enjoyed by the employee at the commencement of the absence shall continue in effect, providing the employee pays his/her share of premiums (if any) monthly in advance.
- 20.3 Occupational Medical Leave for Regular, Part-Time and Casual employees is defined as time off allowed for absence due to illness or disability sustained by the employee in the course of his/her employment.
- 20.3.1 Income protection for regular, part-time and casual employees on occupational medical leave shall be in accordance with the provisions of the Workers' Safety and Insurance Board.
 - 20.3.2 While a regular employee is on occupational medical leave the benefits enjoyed by the employee at the commencement of the absence shall continue in effect, providing the employee pays his/her share of premiums (if any) monthly in advance for a period of up to thirty-six months from the original date of illness or disability.
 - 20.3.3 A regular employee who is in receipt of Workplace Safety and Insurance benefits, may request the Township to make up the difference between the amount of compensation paid and his/her salary and the Township shall make up the difference, if any, in accordance with the Short Term Income Protection Plan outlined in Section 28.2
 - 20.3.4 OMERS where applicable will be provided in accordance with Section 27
- 20.4 Pregnancy or Parental Leave for Regular, Part-Time and Casual employees shall be a leave of absence without pay for pregnancy or parental leave in accordance with the *Employment Standards Act*.
- 20.4.1 Benefit coverage, vacation entitlement and service, if applicable, will be maintained in accordance with the requirements of the Act.

- 20.4.2 If the employee is enrolled in OMERS and wishes to contribute to OMERS during the pregnancy/parental leave, the Township will match the contributions for the period involved. If the employee does not wish to contribute to OMERS s/he can elect not to. In the event s/he wishes to purchase OMERS for the period of the leave at a later date, the employee will have to pay both the Township and employee contributions for the period involved.

20.5 Bereavement Leave applies for Regular, Part-Time and Casual Employees.

- 20.5.1 Employees will, upon request, be granted a leave of absence without loss of pay for regular hours during which the employee has been scheduled to work, immediately following the death for the purpose of arranging and/or attending a funeral or memorial service as follows:

<u>Relationship</u>	<u>Entitlement</u>
Spouse, child, father mother, sister, brother, mother-in-law father-in-law or grandchild of the employee	3 days
Grandparent, son-in-law or daughter-in-law of the employee	2 days
Uncle, aunt, first cousin, brother-in-law, sister-in-law of the employee	1 day
To serve as a pallbearer	1 day

20.6 Leave for Jury Duty applies for Regular, Part-Time and Casual Employees.

- 20.6.1 Employees who are required to serve as a juror or subpoenaed as a witness in any court in Ontario shall be granted a paid leave of absence for regular hours during which the employee has been scheduled to work.
- 20.6.2 The employee shall be excused from work for that part of each day that the employee shall actually render service as a juror or as a witness.
- 20.6.3 Upon completion of his/her jury duty or witness service, such employee shall present a satisfactory certificate showing such period of service. The employee will be paid his/her regular earnings for the hours during which the employee has been scheduled to work provided he/she deposits with the Treasurer of the Township the full amount of compensation received for such service, excluding mileage and traveling expense for the hours during which the employee was scheduled to work. If the employee presents him/herself for selection as a juror and is not selected, then he/she shall be required to return to his/her regular employment to complete the remaining normally scheduled work period.

20.7 Long Term Disability Leave applies to Regular Employees on long term disability leave in accordance with Section 28.6 who shall have their employee benefits administered on the following basis:

- 20.7.1 The benefits enjoyed by the employee at the commencement of the absence shall continue in effect, providing the employee pays his/her share of premiums (if any) monthly in advance, for a period of up to twenty-four months from the original date of illness or disability. *However, the employee shall not accrue vacation or service entitlement while in receipt of payment under the Long Term Disability Plan.*
- 20.7.2 Affected employees shall be notified after 18 months of disability of their formal notice of termination which will be at the end of 24 months from the start of their disability.
- 20.7.3 Termination does not affect the entitlement to LTD payments which are in accordance with the provisions of the LTD plan provided by the carrier. The employee will no longer be eligible to participate in the Township benefit plans.
- 20.7.4 No OMERS contributions will be made by either the Township or the employee while the employee is on long-term disability since provision is made under the OMERS plan for disability pension or a waiver of contributions during the period of disability.

21. Retirement

- 21.1 This section applies to Regular, Part-Time and Casual Employees.
- 21.2 A regular and part-time employee's normal retirement date shall be the last day of the month in which the employee reaches his/her 65th birthday unless the employee is recognized by OMERS to have a normal retirement age of 60 years (e.g. firefighters).
- 21.3 An employee may request early retirement providing the employee provides his/her immediate supervisor with three (3) months notice in writing.
- 21.4 Regular and part-time employees may apply for a casual position providing they are fully qualified.
- 21.5 Casual employees may be retained for a further period beyond the last day of the month in which they reach their 65th birthday on a month-to-month basis at the discretion of the Township providing
 - 21.5.1 the employee requests the extension of employment beyond retirement age at least three (3) months prior to his/her normal retirement date
 - 21.5.2 there is a specific benefit for the Township to retain the employee
 - 21.5.3 the employee is in satisfactory physical condition and this is confirmed by a medical examination
 - 21.5.4 the Council approves

22. Policy on Workplace Harassment and Discrimination

22.1 This section applies to all employees.

22.2 Sexual harassment or discrimination in the workplace is not acceptable. The Township is committed to the belief that employees have the right to work in an environment that is free from any form of sexual harassment or discrimination. Such freedom contributes to a workplace environment that respects the dignity of every employee and therefore encourages productivity.

22.3 No supervisor shall suggest, either directly or indirectly, that an employee's submission to or rejection of sexual advances will in any way influence any personnel decision regarding that employee's employment, wages, advancement, assigned duties, shifts, or any other condition of employment or career development.

22.4 Sexually harassing conduct in the workplace that may create an offensive work environment, whether it be in the form of physical or verbal harassment, and regardless of whether committed by supervisory or non-supervisory personnel, is prohibited. Sexually harassing conduct includes, but is not limited to, offensive or unwelcome sexual flirtations, advances, propositions, verbal abuse of a sexual nature, sexist jokes causing embarrassment, sexually degrading words used to describe an individual and the display in the workplace of sexually suggestive objects, materials or pictures.

22.5 Sexual harassment or discrimination in the workplace by an employee will result in disciplinary action up to and including dismissal. Employees, if they are confronted with sexual harassment or discrimination, are encouraged to avail themselves of the employee complaint procedure. Such internal complaints will be investigated promptly and corrective action will be taken where allegations are verified. No employee will suffer retaliation or intimidation as a result of using the employee complaint procedure or pursuing other options for addressing the sexual harassment or discrimination issue.

23. Rules of Conduct and Policy on Occupational Health and Safety

23.1 This section applies to all employees

23.2 The municipality believes that most employees act fairly and reasonably at all times. In order to ensure an orderly workplace and to safeguard the employees, the following rules of conduct are listed. Breaches of these rules, violation of other policies in the manual or other acts against the Township or its employees that could damage the Township's interests or reputation, or result in injury or loss to another employee, member of council, member of a local board or the public will result in disciplinary action, up to and including termination.

23.3 The following activities and/or practices are strictly prohibited:

23.3.1 Reporting to work or working in an intoxicated state or using alcohol and illegal substances during working hours.

- 23.3.2 Removal from the premises of Township-owned items for personal purposes is discouraged and is prohibited without express permission of the Department Head. Loans of equipment and tools to other organizations will be allowed only in the most unusual circumstances where the Department Head has given prior approval.
- 23.3.3 Personal telephone calls made on Township equipment are discouraged and long distance calls must be made at the expense of the employee.
- 23.3.4 Physical or verbal abuse of, or threats towards other employees.
- 23.3.5 Flagrant disregard of municipal safety rules
- 23.3.6 Being convicted of a criminal offence related to the employee's work or being unable to work because of any criminal conviction
- 23.3.7 Wilful and malicious damage to municipal property
- 23.3.8 Violations of the Ontario Human Rights Code
- 23.4 It is the policy of the Township of Blandford-Blenheim to promote safe working conditions and to provide such training and accident prevention programs as are necessary to achieve this purpose. The Township will ensure compliance with the *Occupational Health and Safety Act*.
- 23.5 It is the policy of the Township to ensure that work is performed in a safe manner consistent with good working practices. The responsibility for the Health and Safety program is delegated to all levels of the organization. The Township provides all required safety equipment as noted in Section 29. Employees must use the equipment whenever necessary.
- 23.6 Supervisory staff (as defined in the *Occupational Health and Safety Act*) shall endeavour to:
 - 23.6.1 Ensure healthy and safe working conditions will prevail and that all safety rules and procedures are observed at all times.
 - 23.6.2 Determine the safest method to perform work for all job assignments
 - 23.6.3 Be familiar with and adhere to the requirements of the *Occupational Health and Safety Act and Regulations* of Ontario.
 - 23.6.4 Ensure the protection and proper use of all material and equipment and that all the equipment is maintained in a safe operating condition.
 - 23.6.5 Ensure that no employee is permitted to work without proper instructions, adequate supervision and training.
 - 23.6.6 Be knowledgeable of all accidents and injuries under their jurisdiction and ensure that necessary medical attention is obtained immediately, as well as the completion of the proper form for the recording and reporting of all accidents.

- 23.6.7 Review all accident reports/investigations and establish corrective accident prevention measures where appropriate.
- 23.6.8 Ensure employees receive and understand instructions when working with equipment or in conditions that may be hazardous.
- 23.7 It is the duty of employees to endeavour to:
 - 23.7.1 Work in compliance with the provisions of the *Occupational Health and Safety Act and Regulations*.
 - 23.7.2 Take precautions to protect themselves and fellow employees from health hazards and unsafe situations.
- 23.8 The Township will establish and maintain a Health and Safety Committee as required under the *Occupational Health and Safety Act*.
- 23.9 The Township will comply with the provisions of W.H.M.I.S. legislation in terms of labeling and security of prescribed items and it will appoint and train an appropriate employee to be W.H.M.I.S. coordinator and ensure that employees are educated and trained.
- 23.10 Employees are expected to keep their workplace in a neat and tidy condition in order to minimize situations that could cause an accident.
- 23.11 Smoking in the workplace is not permitted.
- 23.12 Employees must observe all practices, procedures and requirements relating to Health and Safety and W.H.M.I.S. and report all violations to their immediate supervisor and/or Department Head. Failure to do so will result in disciplinary action, up to and including termination.
- 24. Guidelines regarding attendance at work**
 - 24.1 The effective operation of the Township depends to a large extent on a sustained, safe and productive effort from all of our people. This commitment is demonstrated in large part by every employee's attendance at work. Excessive, unreported or unauthorized absences are grounds for disciplinary action, up to and including termination.
 - 24.2 Unscheduled absences from work inhibit our progress and ability to successfully meet the day-to-day work obligations to our public, as well as increasing our operating cost and adding to the workload of fellow employees. Regular attendance at work is expected.
 - 24.3 The Township has important work to accomplish and expects high levels of performance from all of its employees. It is committed to promote and maintain high standards of attendance. The Township and its employees each have basic responsibilities to meet attendance objectives.

- 24.4 The Township must have employees who are physically and mentally able to fulfill the essential duties of their jobs on a regular basis. Every employee is expected to:
- 24.4.1 be at work on time
 - 24.4.2 be interested in his/her own health and well being.
 - 24.4.3 make every effort to live and work safely by following safety rules and procedures and practicing accident prevention both on and off the job.
 - 24.4.4 attend to personal affairs and obligations outside of working hours. The retention of one or two vacation days for such instances will help greatly in this regard.
 - 24.4.5 avoid allowing minor ailments and inconveniences to prevent attendance at work.
 - 24.4.6 make every effort to schedule doctor and dental appointments outside of working hours.
- 24.5 The Township is:
- 24.5.1 responsible for providing a safe and healthy work environment and for promoting wellness among all employees.
 - 24.5.2 responsible for treating employees fairly and providing supervisory staff direction and assistance in order to maximize employee attendance.
 - 24.5.3 responsible for ensuring that Department Heads are available to provide guidance and to promote a consistent application of the attendance program across the organization.
- 24.6 Reporting and Recording Sick Leave – employees are to call in personally as early as possible before starting time on each day of absence and are to speak directly to their supervisor and are not to leave a reason for their absence with a fellow employee. If the supervisor is not available at the time, the employee shall leave a message for the supervisor to return the call. If the supervisor is absent, the message is to be given to the next level of supervision. The supervisor will determine:
- 24.6.1 when the employee expects to return.
 - 24.6.2 what work needs to be done during his/her absence.
 - 24.6.3 if anything can be done to help the employee who has called in sick
- 24.7 In cases of serious illness where an employee cannot speak on the phone another person may speak to the supervisor on his/her behalf. This provision is to be used only in exceptional circumstances.

25. Recognition of Service

25.1 Regular employees will be recognized for service on the following basis:

- 25.1.1 At the time of retirement or termination of employment (except for cause) – presentation of a plaque from the Township recognizing the employee's service.
- 25.1.2 Upon retirement or termination of employment (except for cause) after at least ten (10) years of continuous service – presentation of a gift, the value of which will be calculated on the basis of an amount of \$10.00 for each year of service or \$100 whichever is the greater.
- 25.1.3 After twenty-five (25) years of continuous service – presentation of an engraved wrist watch recognizing the Township and the employee.
- 25.1.4 In the event a regular employee dies prior to his /her normal retirement date, the immediate family shall be contacted and presented with a plaque in recognition of the employee's service to the Township. In addition, a donation shall be made to the charity of the immediate family's choice in the amount determined by applying Section 25.1.2 above.

25.2 Part-time employees may receive recognition at the time of retirement or termination of employment at the sole discretion of the Township.

26. Statutory Benefits

26.1 This section applies to all employees.

26.2 Employees shall have deductions from their regular pay and the Township will pay the appropriate amount, as determined by legislation for the following:

26.2.1 Canada Pension Plan

26.2.2 Employment Insurance

26.3 The Township will pay the appropriate rates on behalf of the employees for the following:

26.3.1 The Workers' Safety and Insurance Board.

26.3.1 The Employer Health Tax.

27. Pensions

27.1 Retirement income administered by and in accordance with the provisions of the Ontario Municipal Employees' Retirement System (OMERS) is compulsory for every regular employee of the Township from date of hire and is available to any employee who is 'other than continuous full-time' at the beginning of the year immediately following two consecutive years

during which the employee has worked a minimum of 700 hours in each year or earned at least 35% of the Year's maximum Pensionable Earnings (YMPE) as defined under the Canada Pension Plan.

27.2 The plan is integrated with the Canada Pension Plan.

27.3 The contributions made by the employee by payroll deduction are matched by the Township and forwarded to OMERS monthly

28. General Benefits

28.1 This section applies to regular employees as defined by Section 2.1 in this Manual.

28.2 Short Term – Income Protection Plan

28.2.1 The Plan provides that all regular employees who have completed at least sixty-five consecutive working days of service and are unable to perform their duties due to non-occupational illnesses or injury shall be entitled to income protection in accordance with the following schedule:

All Regular Employees: 75% of normal earnings for the first three (3) days.
On the fourth (4th) day of illness, the following plan shall take effect:

<u>YEARS OF SERVICE</u>	<u>100% of EARNINGS</u>	<u>75% of EARNINGS</u>
3 months - 1 Year	1 week	16 weeks
1 - 2 Years	3 weeks	14 weeks
2 - 3 Years	5 weeks	12 weeks
3 - 4 Years	7 weeks	10 weeks
4 - 5 Years	9 weeks	8 weeks
5 - 6 Years	11 weeks	6 weeks
6 - 7 Years	13 weeks	4 weeks
7 - 8 Years	15 weeks	2 weeks
8 Years and Over	17 weeks	Nil

28.2.2 The short term income protection for any or all non-occupational illnesses or injuries will be up to a maximum of 17 weeks from the date of the disability for each or any incident, with no limits within any one calendar year.

28.2.3 Employees who are absent on account of non-occupational illnesses or injuries must report to their Department Head during the first day of absence, and where the absence is in excess of three consecutive working days, the employee, at the discretion of the Department Head, shall not be entitled to income protection unless a certificate from a qualified medical practitioner is provided to the Department Head. The Employer reserves the right to request an examination by a medical practitioner designated by the Employer at any time during the absence.

- 28.2.4 When an employee has been granted pregnancy and/or parental leave or any other leave of absence without pay, the Short Term Income Protection Plan shall not apply during the period of leave of absence except as provided under the Ontario Employment Standards Act.
- 28.2.5 When an employee is covered under the Short Term Income Protection Plan, all benefits shall be continuous and deducted in the usual manner so that the employee will retain all benefits. These benefits shall include regular vacations, but not paid holidays. If a paid holiday falls within the period of sick leave, the employee shall be paid at the percentage rate to which he/she is entitled.
- 28.2.6 The Short Term Income Protection Plan cannot be substituted while an employee is on an approved vacation or during a paid holiday.
- 28.3 In relation to the general benefits listed below; namely, Group Life Insurance, Group Accidental Death and Dismemberment Insurance (A. D. & D.), Group Dental and Medical Insurance and Long Term Disability, the Township's obligations are limited to the payment of 100% of the premiums necessary to maintain the employee's enrolment in the benefits set out in this Section. Eligibility for and entitlement to payment of benefits are subject to the terms and conditions of the policy of insurance providing such benefits and for details reference should be had to the Group Insurance Booklet. The Township provides these benefits in conjunction with the County of Oxford. The County may change carriers from time to time and the Township may acknowledge approval of the change by resolution following which, it shall notify all employees of the change in carriers.
- 28.4 All regular employees upon receiving full-time status are required to participate in the **Group Dental and Medical Insurance Plans** that provide Group Dental and Medical Insurance including a Drug Plan, and Extended Health Care and Vision Care Plan with no deductibles unless the employee elects to file a valid exemption certificate. This coverage is in accordance with the terms and conditions set forth in the Master Policy and detailed in the Group Insurance Booklet.
- 28.5 All regular employees having received full-time status and who have completed at least sixty-five (65) consecutive working days of service are required to participate in **Group Life Insurance** equivalent to one and one-half times the annual salary rounded up to the next \$1,000 and **Group Accidental Death and Dismemberment Insurance (A.D. & D.)** equivalent to one and one-half times the annual salary rounded up to the next \$1,000 in accordance with the terms and conditions set forth in the Master Policy, including **life insurance for dependents**.
- 28.6 All regular employees having received full-time status and who have completed at least sixty-five (65) consecutive working days of service are eligible to apply for a **Long Term Disability Benefit** that, after a qualifying period of 119 calendar days of continuous disability, pays 75% of the employee's normal monthly earnings on date of disability, rounded to the nearest dollar to a maximum of \$6,000. per month subject to the contractual terms and eligibility requirements as stipulated in the insurance company's master contract and described

in detail in a booklet prepared by the Insurance Company and available to each regular employee from the Administration Office.

28.6.1 An employee who is receiving payment under the Long Term Disability Plan (LTD) shall not accrue vacation or service entitlements.

28.6.2 If an employee is on Long Term Disability, his/her benefits shall be maintained by the Township where applicable, providing the employee pays his/her share of premiums (if any) monthly in advance for a period of two (2) years from the original date of illness or disability.

28.7 **General Benefits for Retirees**

28.7.1 If a regular employee who is, (1) at least 55 years of age and (2) receiving the group benefits listed below on the date of retirement, retires from the employ of the Township with a minimum of 15 years of service with the Township, he/she shall be required to participate in:

28.7.1.1 **Group Life Insurance** equivalent to fifty percent (50%) of one and one-half times the annual salary on date of retirement rounded up to the next \$1,000 and **Group Accidental Death and Dismemberment Insurance (A.D. & D.)** equivalent to fifty percent (50%) of one and one-half times the annual salary on date of retirement rounded up to the next \$1,000 in accordance with the terms and conditions set forth in the Master Policy, including **life insurance for dependents**.

28.7.1.2 **Group Dental and Medical Insurance Plans** that provide Group Dental and Medical Insurance including a Drug Plan, and Extended Health Care and Vision Care Plan with no deductibles. This coverage is in accordance with the terms and conditions set forth in the Master Policy and detailed in the Group Insurance Booklet.

28.7.2 The general benefits outlined in section 28.7.1 will terminate at the end of the month in which the retiree's 65th birthday occurs or at the end of the month which is five (5) years from date of retirement, whichever is the earlier.

28.7.3 In the event the retiree dies prior to his/her 65th birthday or prior to the end of the month which is five (5) years from date of retirement, the life insurance for dependents and the Group Dental and Medical Insurance Benefits will terminate as of the date of his/her death.

29. **Uniform and Safety Shoe Allowance**

29.1 This section applies to Regular, Part-Time and Casual employees of the Road Department.

- 29.1.1 The Township will pay for the actual amount expended up to the maximum listed on an annual basis:
- Safety boots - \$100. for regular, full-time employees.
 - Summer T-shirt (3) – must be a safety colour.
- 29.1.2 The Township will also provide, when required and to remain at the shop, other necessary items for safety including: winter bomber coat with safety stripping; winter bib-overall with safety stripping; summer coverall with safety stripping; safety hat and safety eye goggles. Other clothes items for specific tasks such as gloves, rain boots and gear, summer shop coveralls etc. will also be provided.
- 29.1.3 Appropriate safety items are to be worn and in view at all times.
- 29.2 This section applies to all Regular, Part-time and Casual employees of the Arena and Parks Department.
- 29.2.1 The Township will pay for the actual amount expended up to the maximum listed on an annual basis:
- Safety boots - \$100. for regular full-time employees.
 - Work shirts with Arena Staff logo stitched on (2 for regular & 1 for part-time and casual).
 - Ball cap with Arena Staff logo stitched on (1 for all regular, part-time and casual).
- 29.2.2 The Township will also provide, when required and to remain at the arena, other necessary clothes for specific tasks such as gloves, summer shop coveralls, winter jackets for ice making procedures, safety hats, safety eye goggles etc.
- 29.2.3 Identification clothing is to be worn at all times when at work and safety items are to worn at appropriate times.
- 29.3 This section applies to the Chief Building Official/Drainage Superintendent and the Fire Chief/Building Inspector.
- 29.3.1 The Township will pay for the actual amount expended up to the maximum listed on an annual basis:
- Safety Boots - \$100.
- 29.3.2 The Township will also provide, when required, other necessary clothes for specific tasks such as gloves, rain boots and gear, summer and winter coveralls, safety hats etc.
- 29.3.3 Safety items are to worn at the appropriate times.

TOWNSHIP OF BLANDFORD-BLENHEIM

"CODE OF ETHICS"

Section 8.4 of the Employee Manual

The Corporation of the Township of Blandford-Blenheim is an incorporated municipality in the County of Oxford in the Province of Ontario. It is the intention of the Council of the Township of Blandford-Blenheim that the business and affairs of the Township be conducted in strict observance of both the spirit and letter of the applicable laws of Canada, Ontario and Blandford-Blenheim.

The purpose of the Code of Ethics is to ensure that all business and communications of the Township is conducted in an honest and ethical manner.

Employees shall:

1. Observe values of fairness, impartiality and equity (this includes fairness in dealing with the residents of the Township and the public in general and refusing offers of gifts or other offers under circumstances in which it could reasonably be inferred that the gift or other offer was intended to influence the employee or could reasonably be expected to influence the employee) in the conduct of their employment.
2. Remain mindful of the professional nature of the relationship between Township Council (including its local boards) and its employee and maintain a separation between administrative and policy matters. In the event of a concern, employees will seek resolution through the complaint procedure outlined in the employee manual.
3. Remain mindful of the confidential nature of certain aspects of the Township's business

In areas of uncertainty, (e.g. proper interpretation of this Code or its applicability to a given situation) the employee should seek immediate clarification regarding the appropriate course of action from the Clerk-Administrator or the Mayor.

- (a) All employees of the Township are responsible for the implementation and enforcement of this Code.
- (b) Every employee will, as a condition of employment, confirm in writing his/her acceptance of this Code of Ethics.
- (c) All employees who learn or become aware of a violation of the Code will immediately report the matter to the Clerk-Administrator or the Mayor.

I _____ (Please print your name) being an employee of the Township of Blandford-Blenheim acknowledge that I have reviewed this Code of Ethics and I am aware of and understand the policies of the Township of Blandford-Blenheim with respect to all employee business and communications. I affirm my commitment to the above Code of Ethics of the Township of Blandford-Blenheim.

Dated at Drumbo, this _____ day of _____, _____.

Signature of Employee

APPENDIX "B" OF THE EMPLOYEE MANUAL
STRICTLY CONFIDENTIAL
TOWNSHIP OF BLANDFORD-BLENHEIM – PERFORMANCE REVIEW FORM

Name of Individual

Job Title

Date of Review

- 1. Areas of my work where I feel I am effective. (Outline accomplishments and contributions to the operation of your Department or the organization as a whole).**

Comments of Supervisor

- 2. Areas of my work in which I feel I am less effective and which are in need of improvement**

Comments of Supervisor

- 3. Training or other resources which would help me to improve in the areas identified in #2**

Comments of Supervisor

APPENDIX "B" OF THE EMPLOYEE MANUAL

4. Job Knowledge

This area involves the demonstration of knowledge required to perform the job represented by an understanding of the fundamentals, skills methods and procedures required. One should consider the degree of job knowledge relative to the length of time in the current position and the individual's efforts to learn new skills and maintain up-to-date job related information.

Employee's rating	Assessment	Supervisor's rating
	Exceeds expectations	
	Meets expectations	
	Requires attention	
	Significant improvement required	

Comments of Employee	Comments of Supervisor

5. Work Quality

This area involves the demonstration of accuracy, thoroughness and reliability. One should consider organization, presentation, completeness and appearance of work.

Employee's rating	Assessment	Supervisor's rating
	Exceeds expectations	
	Meets expectations	
	Requires attention	
	Significant improvement required	

Comments of Employee	Comments of Supervisor

6. Work Rate

This area represents the effective use of time to accomplish the workload and involves the volume of work produced by the employee along with his/her speed and consistency of output.

Employee's rating	Assessment	Supervisor's rating
	Exceeds expectations	
	Meets expectations	
	Requires attention	
	Significant improvement required	

Comments of Employee	Comments of Supervisor

APPENDIX "B" OF THE EMPLOYEE MANUAL

7. Communications

This area represents the extent to which the employee effectively conveys and receives ideas, information and direction, and seeks to clarify and confirm the accuracy of his/her understanding of unfamiliar or vague terms and instructions. Consider clarity of oral and written communications and the proper use of language and terminology.

Employee's rating	Assessment	Supervisor's rating
	Exceeds expectations	
	Meets expectations	
	Requires attention	
	Significant improvement required	

Comments of Employee	Comments of Supervisor

8. Interpersonal Relations

This area represents the extent to which the employee builds and maintains work relationships and contacts needed to effectively address problems and opportunities associated with his/her position. Consider whether the employee is active in resolving workplace conflicts and furthering cooperation with others, the employee's willingness to undertake assigned projects and the employee's support for organizational goals and endeavours.

Employee's rating	Assessment	Supervisor's rating
	Exceeds expectations	
	Meets expectations	
	Requires attention	
	Significant improvement required	

Comments of Employee	Comments of Supervisor

9. Adaptability

This area represents the extent to which the employee is able to perform a variety of assignments within the scope of job duties and meet changed and/or unusual situations. Consider the extent to which he/she accepts personal counselling and guidance and the interest and enthusiasm shown towards his/her work.

Employee's rating	Assessment	Supervisor's rating
	Exceeds expectations	
	Meets expectations	
	Requires attention	
	Significant improvement required	

Comments of Employee	Comments of Supervisor

APPENDIX "B" OF THE EMPLOYEE MANUAL

10. Dependability, attendance and punctuality

This area represents the extent to which the employee can be depended upon to be available for work and to fulfill position responsibilities. Consider the extent to which the employee may be counted on to carry out instructions and whether the employee reports to work on time and maintains regular attendance.

Employee's rating	Assessment	Supervisor's rating
	Exceeds expectations	
	Meets expectations	
	Requires attention	
	Significant improvement required	

Comments of Employee	Comments of Supervisor

11. Policy Compliance

This area represents the demonstration of the employee's knowledge of the organization's policies and procedures as well as his/her willingness to apply them. Consider the extent to which the employee practices and promotes safe working habits and the extent to which other employees approach him/her for information and how often the employee educates and persuades other staff members to comply to policies and procedures.

Employee's rating	Assessment	Supervisor's rating
	Exceeds expectations	
	Meets expectations	
	Requires attention	
	Significant improvement required	

Comments of Employee	Comments of Supervisor

12. Supervisory/Leadership Skills

This area represents the extent to which the employee demonstrates the skills required to effectively supervise staff, promote staff development and lead his/her team through day-to-day activities and ongoing change within the policies and procedures established by the Township. Consider the extent to which the supervisor provides help, support and mentoring to the subordinates as well as his/her ability to coordinate communication within the team along with his/her ability to control costs and ensure that staff members are practicing safe working habits.

Employee's rating	Assessment	Supervisor's rating
	Exceeds expectations	
	Meets expectations	
	Requires attention	
	Significant improvement required	

Comments of Employee	Comments of Supervisor

APPENDIX "B" OF THE EMPLOYEE MANUAL

13. Job related goals for self-improvement for the year

Comments of Supervisor

14. Suggestions as to how the municipality can assist me in achieving the goals outlined in #13

Comments of Supervisor

15. Additional comments the Employee would like to make.

16. Additional comments the Supervisor would like to make.

APPENDIX "B" OF THE EMPLOYEE MANUAL

17. Summary of Performance Level Assigned by Supervisor

Performance Level Achieved for Each Factor	Significant Improvement Required	Requires Attention	Meets Expectations	Exceeds Expectations
Job Knowledge				
Work Quality				
Work Rate				
Communications				
Interpersonal Relations				
Adaptability				
Dependability, Attendance and Punctuality				
Policy Compliance				
Supervisory/Leadership Skills				

EMPLOYEE

Once you have reviewed the appraisal, please read the statement below and respond.

"The ratings and comments in this appraisal are a fair and reasonable assessment of my work performance and development needs"

___ Strongly Agree ___ Agree ___ Not Sure ___ Disagree ___ Strongly Disagree

Please include any additional comments you would like to make.

Employee's Signature: _____ Date: _____

APPENDIX "C" OF THE EMPLOYEE MANUAL

TOWNSHIP OF BLANDFORD-BLENHEIM

REIMBURSEMENT OF EXPENSES FOR ATTENDING A WORKSHOP, CONFERENCE OR SEMINAR

Name of Individual			
Job title of Individual			
Name of Conference/Seminar			
Location of Conference/Seminar	Duration	From	To
Date of Conference			
Distance necessarily traveled (km. @ \$0.37/km.)		\$
Parking Fees (if applicable)			\$
Cost of public transportation (attach receipt)			\$
Actual cost of hotel/motel accommodation (Receipt Required)			\$
Allowance for meals and related expenses (\$55.00 per day or part thereof) @			\$
Cost of registration (if the individual has not been pre-registered)			\$
Seminar, Workshop Expenses (Receipt Required)			\$
Applicable G.S.T.			\$
Total expenses			\$
Less advance received (if any)			\$
BALANCE OWING			\$

For instructions on how to complete this form or to receive an advance – see reverse side

TOWNSHIP OF BLANDFORD-BLENHEIM

**INSTRUCTIONS FOR COMPLETING THE FORM FOR REIMBURSEMENT OF
EXPENSES FOR ATTENDING A WORKSHOP, CONFERENCE OR SEMINAR**

1. Once you have attended the Conference/Seminar complete the reverse side, attach receipts and submit the form to the Treasurer
2. In the event you require an advance payment, you must make a formal request at least five working days in advance of the date of the conference/seminar and complete the front of this form plus the application for an advance outlined below.
3. In the event you have made application for an advance, simply complete the reverse side of this form (a new form will be provided) when you return from the conference/seminar, attach the receipts and submit the form to the Treasurer for reimbursement of the balance owing.

APPLICATION FOR AN ADVANCE

Total estimated costs based on completion of the reverse side of this form.....\$_____ (a)

Amount of advance requested [This amount shall not exceed 75% of (a) above]..\$_____ (b)

Receipt of an advance relating to my attendance at the Conference/Seminar identified on the reverse side of this form in the amount of \$_____ [see (b) above] is acknowledged.

Dated at Drumbo this ____ day of _____, _____

Applicant's Signature

APPENDIX "D" OF THE EMPLOYEE MANUAL

TOWNSHIP OF BLANDFORD-BLENHEIM

APPLICATION RELATING TO STAFF TRAINING AND DEVELOPMENT

(1) Application for approval relating to an Evening, Correspondence or Similar Course

Name of Applicant

Job Title of Applicant

Title of Course for which Reimbursement is being sought

Name of Educational Institution

Detail of Course Material and Relevance to Present Job

Estimated Cost of Tuition Fees\$

Dated at this day of , . Signature

Approved this day of , . Signature of Department Head

(2) Application for Reimbursement of Tuition Fees

Please provide a brief assessment of the course

Note: If you receive reimbursement from the Township you cannot claim a tuition fee deduction on your income tax return

PLEASE ATTACH A TRANSCRIPT OF THE MARKS OR PROOF OF 75% ATTENDANCE IF THERE IS NO FORMAL EXAMINATION

Cost of Tuition [Attach copy of receipt(s)] \$
Less advance received (if any) \$
Balance owing \$

Dated at this day of , .

Signature of Applicant

Approval of Department Head

APPENDIX "D" OF THE EMPLOYEE MANUAL

TOWNSHIP OF BLANDFORD-BLENHEIM

INSTRUCTIONS FOR COMPLETING THE STAFF TRAINING AND DEVELOPMENT APPLICATION FORM

- 1. If you are seeking reimbursement for an evening, correspondence or similar course, you must complete Part 1 of the form (the top part) and present the request to your Department Head prior to commencement of the course.**
- 2. Once approval has been obtained, you will have the original returned to you. [If you are concerned you may misplace the form, ask your Department Head to keep the form in his/her staff training file]**
- 3. Once you have satisfactorily completed the course, complete Part 2 of the form (the bottom portion), attach receipts, sign the form and return the material to your Department Head.**
- 4. Your Department Head will sign the form and approve payment and it will be forwarded to Accounts Payable.**
- 5. You will receive your cheque and a copy of the completed form.**

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1437-2004

A By-Law to amend Zoning By-Law Number 1360-2002, as amended.

WHEREAS the Municipal Council of the Corporation of the Township of Blandford-Blenheim deems it advisable to amend By-Law Number 1360-2002, as amended.

THEREFORE, the Municipal Council of the Corporation of the Township of Blandford-Blenheim, enacts as follows:

1. That Schedule "A" to By-Law Number 1360-2002 as amended, is hereby amended by changing to A1-7 the zone symbol of the lands so designated A1-7 on Schedule "A" attached hereto.
2. That Section 6.5 to By-Law Number 1360-2002, as amended, is hereby amended by adding the following subsection at the end thereof.

"6.5.7 LOCATION: PART LOT 16, CONCESSION 6 (BLENHEIM), A1-7

- 6.5.7.1 Notwithstanding any provision of this By-Law to the contrary, no person shall within any A1-7 Zone use any lot, or erect, alter or use any building or structure for any purpose except the following:**

all uses permitted in Section 6.1 of this By-law;
an agri-business use consisting of a farm fence installation contractor's establishment;
open storage accessory to a permitted use.

- 6.5.7.2 Notwithstanding any provision of this by-law to the contrary, no person shall within any A1-7 zone use any lot, or erect, alter or use any building or structure for any purpose except in accordance with the following provisions:**

6.5.7.2.1 SPECIAL PROVISIONS FOR A FARM FENCE INSTALLATION CONTRACTOR'S ESTABLISHMENT

6.5.7.2.1.1 OPEN STORAGE REQUIREMENTS

- 6.5.7.2.1.1.1 Open storage of fence building materials is permitted to the rear of the main dwelling;**

- 6.5.7.2.1.1.2 Such open storage is accessory to the farm fence installation contractor's establishment;**

- 6.5.7.2.1.1.3 Such open storage complies with the minimum yard and setback requirements for farm structures;
- 6.5.7.2.1.1.4 Such open storage shall be enclosed by a fence extending at least 1.5 m (4.9 ft) in height from the ground, constructed of new materials;
- 6.5.7.2.1.1.5 Such open storage is restricted to a maximum area of 2,342 m² (25,200 ft²).

6.5.7.2.1.2 EMPLOYEES

Employees shall be limited to the farm owner and family members residing on the farm plus three (3) additional employees.

6.5.7.2.1.3 RETAILING AND WHOLESALING RESTRICTION

General wholesaling or retailing of goods, wares or merchandise shall not be permitted.

- 6.5.7.2.2 That all provisions of the A1 Zone in Section 6.2 to this By-law, as amended, shall apply, and further that all other provisions of this By-law, as amended, that are consistent with the provisions herein contained shall continue to apply mutatis mutandis."

3. This By-Law comes into force in accordance with Sections 34(21) and (30) of the Planning Act, R.S.O. 1990, as amended.

READ a first and second time this 5th day of May, 2004.

READ a third time and finally passed this 5th day of May, 2004.

(SEAL)


Donald S. Woolcott, Mayor

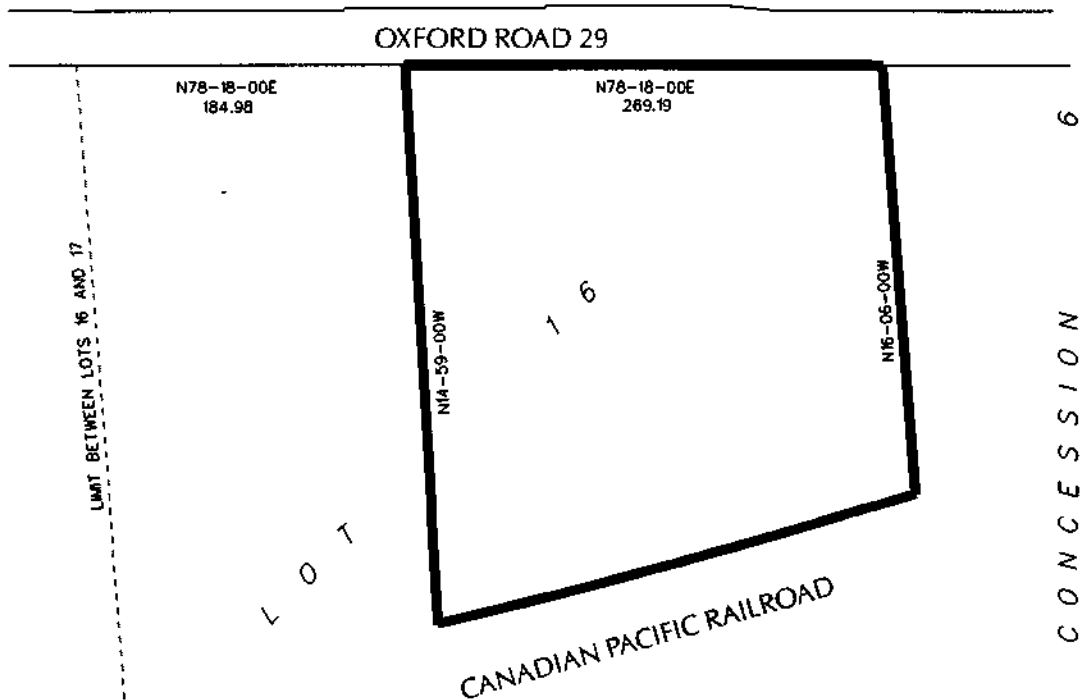
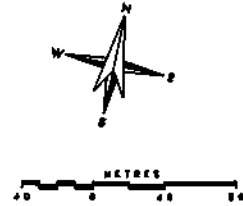

Keith Reibling, Clerk-Administrator

SCHEDULE "A"


TO BY-LAW No. 1437-2004

PART LOT 16, CONCESSION 6 (BLENHEIM)

TOWNSHIP OF BLANDFORD-BLENHEIM

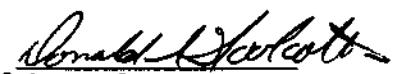



THIS IS SCHEDULE "A"
TO BY-LAW No. 1437-2004, PASSED
THE 5TH DAY OF MAY, 2004

 AREA OF ZONE CHANGE TO A1-7

NOTE: ALL DIMENSIONS IN METRES




Donald Woolcott MAYOR

Keith Reibling CLERK

TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1437-2004

EXPLANATORY NOTE

The purpose of By-Law Number 1437-2004 is to rezone lands located on the south side of County Road 29, west of Drumbo, and comprising Part Lot 16, Concession 6 (Blenheim), in the Township of Blandford-Blenheim, municipally known as 806848 Oxford Road 29, from 'Limited Agricultural Zone (A1)' to 'Special Limited Agricultural Zone (A1-7)' to permit a farm fence installation contractor's establishment and accessory open storage use. Special provisions are included to regulate the number of employees and the location and size of any accessory open storage use. The subject lands are currently owned by Gideon Kleinsasser and Theresa Entz.

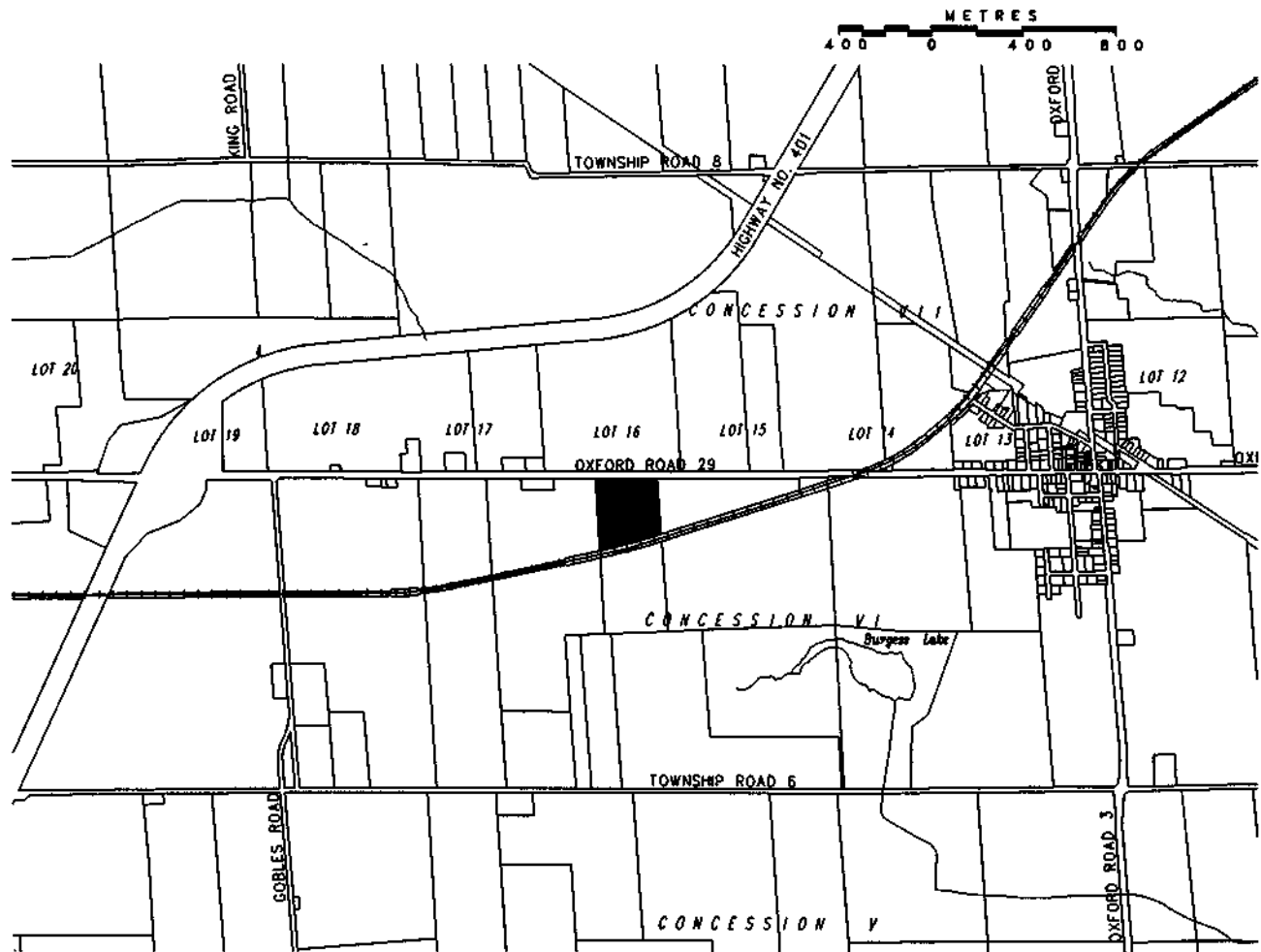
Municipal Council, after conducting the public hearing necessary to consider any comments to the proposed change in zone designation, approved By-Law Number 1437-2004. The public hearing was held on May 5, 2004.

Any person wishing further information relative to Zoning By-Law Number 1437-2004 may contact the undersigned.

Mr. Keith Reibling
Clerk-Administrator
Township of Blandford-Blenheim
P.O. Box 100
DRUMBO, Ontario
N0J 1G0

Telephone: 463-5347

KEY MAP



LANDS TO WHICH BY-LAW No. **1437-2004** APPLIES

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM
BY-LAW NUMBER 1438-2004

Being a by-law to adopt the 2004 estimates of all sums required during the year for the purposes of the municipality and to levy the tax rates for all purposes.

WHEREAS, Section 290 of the Municipal Act, 2001 provides the authority for Council to adopt estimates of all sums required during the year for the purposes of the municipality;

AND WHEREAS, Section 312 (1) of the Municipal Act, 2001 provides that Council, after the adoption of the estimates for the year, pass a by-law to levy a separate tax rate on the assessment in each property class;

AND WHEREAS, the Council of the Township of Blandford-Blenheim after considering the requirements of the municipality adopted the following estimated expenditures and revenues as prepared by the Treasurer for 2004.

Expenditures

General Government		
General Expenses	\$ 457,168.00	
Building Study	10,000.00	
Computer Equipment	12,000.00	
Transfer to Administration Reserve	70,550.00	
Transfer to D/C interest earned	847.00	
		\$550,565.00
Protection to Persons & Property		
General Expenses - Fire	236,799.00	
Capital Equipment - Fire	54,555.00	
Capital Building – Drumbo station	510,000.00	
Agreements	60,000.00	
CBO/Building Inspection Expenses	76,925.00	
Animal Protection	8,760.00	
Reserve for Fire Vehicles	100,000.00	
Reserve for Building	25,000.00	
		\$1,072,039.00
Transportation Services		
Roads Maintenance	1,294,140.00	
Roads - capital projects	419,230.00	
Roads - Bridge projects	213,000.00	
Roads - Drainage assessments	10,000.00	
Street Lighting	24,180.00	
Transfer to Reserves	829,720.00	
		2,790,270.00
Health Services		
Inactive Cemeteries	4,990.00	
Active Cemeteries	32,227.00	
		37,217.00
Policing		
Policing – OCPS	1,193,838.00	
		1,193,838.00
Parks and Recreation		
Park Maintenance	37,555.00	
Capital Improvements - Parks	5,300.00	
Community Center Maintenance	4,220.00	
Plattsville Arena	337,579.00	
Capital Improvements - Arena	12,320.00	
Other Grants	4,250.00	
Transfer to Arena Reserve	25,000.00	
		426,224.00

By-Law Number 1438-2004 Cont'd.

Planning and Development		
Drainage Superintendent	33,836.00	
Drainage - Township portion	2,000.00	
Development Charges Study	7,000.00	
Municipal Drain Debenture	37,590.00	
Tile Drain Debentures	17,359.00	
Municipal Drain Maintenance	5,396.00	
Water and Sewer levies	699,696.00	
		802,877.00
Total Expenditures		\$6,873,030.00
Revenues		
Taxation		\$2,692,320.00
Other Taxation Special Charges		
Tile/Drainage levy	60,345.00	
Water levies	699,696.00	760,041.00
Supplementaries Net Write Offs		(24,000.00)
Payments in Lieu of Taxes		13,400.00
Other Grants		
Other Grants	78,840.00	
Community Re-investment Fund	1,149,000.00	
CRF - Bonus and Supplementary	36,000.00	
OSTAR Funding	134,720.00	1,398,560.00
Received from Other Municipalities		
Township of Burford - fire	28,000.00	28,000.00
Other Revenue		
Interest, fees, fines etc.	283,334.00	
Sale of Township equipment/land	90,550.00	
Roads Revenues	33,000.00	
Plattsville Arena	256,700.00	
Com Center/Parks & Recreation	8,465.00	
Active Cemeteries	24,640.00	696,689.00
2003 Operating Surplus	127,989.00	127,989.00
Transfer from Reserves		
Administration	10,000.00	
Administration Development Charges	7,000.00	
Fire Building	155,000.00	
Fire Development Charges	8,463.00	
Roads	364,230.00	
Bridges	213,000.00	
Arena	12,320.00	
Cemeteries Reserve	7,587.00	
Tax Stabilization Reserve	402,431.00	1,180,031.00
Total Revenues		\$ 6,873,030.00

AND WHEREAS, effective January 1, 2004 the Township reserves were categorized under the following headings in the Treasurer's General ledger:

1. Reserve for Office Replacement	\$ 485,000.00
2. Reserve for Fire Departments – Vehicles	\$ 194,915.00
3. Reserve for Fire Departments – Property	\$ 130,000.00
4. Reserve for Road Construction	\$ 344,255.00
5. Reserve for Road Vehicles	\$ 318,765.00
6. Reserve for Bridges	\$ 845,434.00
7. Reserve for Street Lighting	\$ 30,548.00
8. Reserve for Sidewalks	\$ 16,254.00
9. Reserve for Parkland	\$ 27,135.00
10. Reserve for Community Centres	\$ 79,500.00
11. Reserve for Arena	\$ 104,811.00
12. Reserve for Tax Stabilization	\$ 402,431.00
13. Reserve for Urban Infrastructure	\$ 1,254,190.00
14. 2003 Surplus	\$ 127,989.00
Total Reserve Balances as at January 1, 2004	\$ 4,361,227.00

AND WHEREAS, after recording the estimated 2004 revenues and expenditures, the Township reserves will be categorized under the following headings in the Treasurer's General Ledger, effective December 31, 2004.

1. Reserve for Office Replacement	\$ 545,550.00
2. Reserve for Fire Departments – Vehicles	\$ 294,915.00
3. Reserve for Fire Departments – Property	\$ NIL
4. Reserve for Road Construction	\$ 479,255.00
5. Reserve for Road Vehicles	\$ 189,535.00
6. Reserve for Bridges	\$ 1,092,154.00
7. Reserve for Street Lighting	\$ 30,548.00
8. Reserve for Sidewalks	\$ 16,254.00
9. Reserve for Parkland	\$ 27,135.00
10. Reserve for Community Centres	\$ 79,500.00
11. Reserve for Arena	\$ 117,581.00
12. Reserve for Tax Stabilization	\$ NIL
13. Reserve for Urban Infrastructure	\$ 1,254,190.00
14. 2004 Surplus/Deficit	\$ NIL
Total Reserve Balances as at January 1, 2005	\$ 4,126,617.00

AND WHEREAS, effective January 1, 2004 the Township Development Charges reserves Funds were categorized under the following headings in the Treasurer's General ledger:

1. Reserve for Administration (development charges)	\$ 5,388.00
2. Reserve for Fire Buildings (development charges)	\$ 8,463.00
3. Reserve for Road Construction (development charges)	\$ 37,927.00
4. Reserve for Park (development charges)	\$ 4,414.00
Total Reserve Fund balances as at January 1, 2004	\$ 56,192.00

AND WHEREAS, after recording the 2004 estimated transfers from Development Charges and calculating interest at a rate of 2% per year on proposed balances, the Township Development Charges reserves will be categorized under the following headings in the Treasurer's General Ledger, effective December 31, 2004.

1. Reserve for Administration (development charges)	\$ (1,612.00)
2. Reserve for Fire Buildings (development charges)	\$ NIL
3. Reserve for Road Construction (development charges)	\$ 38,685.54
4. Reserve for Park (development charges)	\$ 4,502.28
Total Reserve Fund balances as at January 1, 2005.	\$ 41,575.82

By-Law Number **1438-2004** Cont'd.

AND WHEREAS, the property assessment roll on which the 2004 taxes are to be levied have been returned and revised pursuant to the provisions of the Assessment Act subject to appeals at present before the District Court and the Ontario Assessment Review Board;

AND WHEREAS, "Residential Assessment", "Multi-Residential Assessment", "Commercial Assessment", "Industrial Assessment", "Pipeline Assessment", "Farmland" Assessment and "Managed Forest Assessment" are defined in the Assessment Act as amended by the Fair Municipal Finance Act, 1997.

AND WHEREAS, the assessments for Blandford-Blenheim in the aforementioned property classes and prescribed sub-classes are as follows:

Residential Assessment	383,962,930.00
Multi-Residential Assessment	2,157,700.00
Commercial Assessment	27,041,820.00
Commercial - Vacant unit/excess land	297,660.00
Commercial - Vacant land	278,200.00
Industrial Assessment	4,896,395.00
Industrial - Vacant unit/excess land	28,320.00
Large Industrial	2,669,000.00
Pipeline Assessment	62,083,300.00
Farmland Assessment	311,728,885.00
Managed Forest Assessment	1,049,870.00

AND WHEREAS, under Section 308 of the Municipal Act, 2001, the County of Oxford established by By-law No. **4403-2004** the following tax ratios for the County and its lower tier municipalities.

1. Residential/Farm Residential	1.0000
2. Multi-Residential	2.7400
3. Commercial	1.9018
4. Industrial (residual)	2.7450
5. Large Industrial	3.0084
6. Pipeline	1.2593
7. Farmland	0.2500
8. Managed Forest	0.2500

AND WHEREAS, the sums required by taxation in the year 2004 for the Township of Blandford-Blenheim general purposes is **\$2,692,320.00**

AND WHEREAS, the sums required by taxation in the year 2004 for the County of Oxford general and library purposes to be levied to the Township of Blandford-Blenheim is **\$3,161,446.00**.

AND WHEREAS, Ontario Regulation 115/04 has set 2004 tax rates for education purposes for all assessment classes. The total amount for the Township of Blandford-Blenheim calculates out to be **\$3,020,365.00**.

AND WHEREAS, several municipal drains have been maintained under the authority of the Drainage Act, RSO 1990 Chapter D17 Section 74 as amended. Schedule "A" attached hereto outlines the municipal drains where monies are owing and the total amount placed on the tax roll.

By-Law Number **1438-2004** Cont'd.

AND WHEREAS, a water levy to property owners in Bright shall be collected as a local improvement charge on the 2004 tax roll, to all property assessed who receive or will receive water benefit in accordance with the County of Oxford By-law Number 4397-2004. Schedule "B" attached hereto sets out the total charges.

AND WHEREAS, a water and sewage levy to property owners in Drumbo shall be collected as a local improvement charge on the 2004 tax roll, to all property assessed who receive or will receive the benefit in accordance with the County of Oxford By-law Number 4397-2004. Schedule "B" attached hereto sets out the total charges.

AND WHEREAS, a water and sewage levy to property owners in Plattsville shall be collected as a local improvement charge on the 2004 tax roll, to all property assessed who receive or will receive the benefit in accordance with the County of Oxford By-law Number 4397-2004. Schedule "B" attached hereto sets out the total charges.

AND WHEREAS, the amount of capital charges owing for sewage and water connections and frontage in Plattsville shall be added to the Roll and part due in 2004 shall be collected. Schedule "B" attached hereto sets out the total charges.

AND WHEREAS, the amount for municipal drain debentures, tile drainage debentures and other miscellaneous charges shall be added to the local improvements list and collected as part of the 2004 Collector's Roll. Schedule "B" attached hereto sets out the total charges.

AND WHEREAS, the tax rates on the aforementioned property classes and property subclasses have been calculated pursuant to the provisions of the Municipal Act and the manner set out herein.

NOW THEREFORE, the Council of the Township of Blandford-Blenheim enacts as follows:

1. The rates of taxation per current value assessment for Township, County and Education purposes be levied as follows:

Tax Classes	Township Tax Rate	County Tax Rates	Education Tax Rates	Totals
Residential	.00434901	.00510714	.00296000	.01241615
Multi Residential	.01191629	.01399357	.00296000	.02886986
Commercial -Full	.00827094	.00971277	.02162773	.03961144
Vacant unit/excess land	.00578966	.00679897	.01513941	.02772804
Vacant land	.00578966	.00679897	.01513941	.02772804
Industrial - full	.01143821	.01340523	.03057390	.05541734
Vacant unit/excess land	.00743484	.00871346	.01987320	.03602150
Vacant land	.00743484	.00871346	.01987320	.03602150
Large Industrial	.01253578	.01469170	.03350804	.06073552
Pipeline	.00547671	.00643142	.01309083	.02499896
Farmland	.00108725	.00127679	.00074000	.00310404
managed Forest	.00108725	.00127695	.00074000	.00310404

2. The amounts owing for "Local Improvements" as set out in Schedules "A", and "B" attached hereto and forming part of this by-law, be collected.
3. That the estimated expenditures and revenues listed herein are hereby adopted.

By-Law Number 1438-2004 Cont'd.

4. That the estimates established in 2004 for the Township reserves in the various categories as listed herein are hereby adopted.
5. That final taxes for residential, farmland, pipeline and managed forest classes, where such properties assessments are not combined with commercial, industrial, large industrial and/or multi-residential classes shall become due and payable in two installments as follows:

August 27, 2004

October 22, 2004

6. Taxes for all other Property Classes become due and payable as set out in Section 5; however, if the required 2004 capping adjustments are not available in time to comply with the due dates set out in Section 5, Due dates shall be established by Council following receipt of the required 2004 capping adjustments.
7. That from the 1st day of January, 2004 until the 31st day of December 2004, the statutory penalty of 1 ¼% per month or part thereof shall be added to all tax arrears, in accordance with the by-laws governing the same.
8. That a penalty of 1 ¼% be added to the amount due on February 20th, May 21st, August 27th and October 22nd, 2004 if these amounts are unpaid after such dates and 1 ¼% per month on the first day of each calendar month thereafter, in accordance with the by-laws governing the same.
9. The Treasurer shall pay all debentures to the holders thereof, or the Bank as the same becomes due and this by-law shall be her sufficient warrant for such payments.

AND BE IT FURTHER ENACTED, that all rates hereinbefore mentioned which are required to be levied and raised under this by-law shall be paid by the person or persons charged with the payment thereof. Payment options are as follows:


- By cheque/cash at the Township office, 47 Wilmot Street Drumbo
- By Mail at Box 100 Drumbo On N0J 1G0
- By telephone /pc banking, provided your bank offers that service
- At the Bank of Montreal branch in Drumbo and/or the CIBC branches in Plattsville and Ayr.
- Pre-Authorized Payment Plans. Two plans will be made available.
- A 10 month plan where payments will be deducted directly from your bank account on the 15th of each month beginning January and a four (4) regular tax installment plan.

By-law **READ** a **FIRST** and **SECOND** time this 19th day of May, 2004.

By-law **READ** a **THIRD** time and **FINALLY PASSED** in Open Council this 19th day of May, 2004.

(Seal)


Donald S. Woolcott, Mayor


Keith Reibling, Clerk-Administrator

**Schedule "A" to By-Law No 1438-2004
of the Township of Blandford-Blenheim**

Code	Name of Drain (Repair Balance)	Maintenance Tax Roll 2004
	Bright Drain # 24	\$ 155.31
	Calder/Seegmiller	\$ 35.38
	Duncan Drain 1997	\$ 323.44
	Drumbo Drain	\$ 75.12
	Milleville Drain	\$ 154.08
	Plattsville SWM A	\$ 543.46
	Plattsville SWM B	\$ 759.27
	Plattsville Catchbasins	\$ 1,681.35
	Plattsville Mill Branch	\$ 870.19
	Princeton Cemetery Drain	\$ 10.43
	South Princeton A	\$ 306.60
	South Princeton E	\$ 357.27
	Watters Drain	\$ 16.63
	Wilson Drain	\$ 91.98
	Yeandle Drain	\$ 15.98
		<u>\$ 5,396.49</u>

**Schedule "B" to By-Law No. 1438-2004
of the Township of Blandford-Blenheim**

Code	Local Improvement	Total
207	Bright Water System "Connected"	\$ 66,879.29
210	Bright Water System "Not Connected"	\$ 3,750.00
		<u>\$ 70,629.29</u>
234	Drumbo Metered Year End Balance	\$ 192.00
235	Drumbo Metered	\$ 27,578.00
236	Drumbo Schedule A	\$ 208,671.30
237	Drumbo Schedule B existing units	\$ 1,537.12
238	Drumbo Schedule B vacant lots	\$ 9,991.28
240	Drumbo Multi connections	\$ 17,842.32
		<u>\$ 265,812.02</u>
241	Plattsville Single Usage	\$ 246,510.00
242	Plattsville Multi-Residential	\$ 5,965.24
243	Plattsville Other properties	\$ 92,986.40
		<u>\$ 345,461.64</u>
208	Plattsville Frontage and Connection	\$ 17,354.70
245	Partial Water/Sewage Charges Bright	\$ 437.88
Various	Municipal Drainage Debentures	\$ 33,149.76
209	Tile Drainage Debentures	\$ 17,359.34

**THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM**

BY-LAW NUMBER 1439-2004

Being a By-law to regulate the erection of signs in the Township of Blandford-Blenheim.

WHEREAS Section 11 (2) 3 of the Municipal Act, 2001, as amended, provides the authority for a lower-tier municipality to pass by-laws respecting matters within the sphere of jurisdiction.

AND WHEREAS Section 99 of the Municipal Act, 2001, as amended, outlines the rules a municipality shall follow respecting advertising devices, including signs.

AND WHEREAS Council deems it appropriate to update the sign by-law.

NOW THEREFORE the Municipal Council of the Corporation of the Township of Blandford-Blenheim enacts as follows:

1. **DEFINITIONS:** for the purposes of this by-law the following shall be deemed to apply:

a) **"ADULT ENTERTAINMENT PARLOUR"**

- means any premises or part thereof in which is provided, in pursuance of a trade, calling, business or occupation, goods or services appealing to or designed to appeal to erotic or sexual appetites or inclinations;

The preceding definition shall be interpreted by reference to the definitions of the following words:

- (i) "goods" includes books, magazines, pictures, slides, film, phonograph records, prerecorded magnetic tape and any other reading, viewing or listening matter;
- (ii) "to provide" when used in relation to goods includes to sell, offer to sell or display for sale, by retail or otherwise such goods, and "providing" and "provision" have corresponding meanings;
- (iii) "to provide" when used in relation to services includes to furnish, perform, solicit, or give such services and "providing" and "provision" have corresponding meanings.
- (iv) "services" includes activities, facilities, performances, exhibitions, viewings and encounters but does not include the exhibition of film approved under the 'Theatres Act';
- (v) "services" designed to appeal to exotic or sexual appetites or inclinations includes,
 - (a) services of which a principal feature or characteristic is the nudity or partial nudity of any person,
 - (b) services in respect of which the word "nude" "naked", "topless", "bottomless", "sexy" or any other word or any other picture, symbol or representation having like meaning or implication is used in any advertisement.

b) **"SIGHT TRIANGLE"**

- On a corner lot within the triangular space formed by the street lines and a line drawn from a point in one street line to a point in the other street line, each such point being 9 metres measured along the street line from the point of intersection of the street lines.

By-law Number **1439-2004**

1. DEFINITIONS: - Cont'd.:

Where the two street lines do not intersect at a point, the point of intersection of the street lines shall be deemed to be the intersection of the tangents to the street lines.

c) "SIGN"

- means a name, identification, description, device, display or illustration which is affixed to or represented directly or indirectly upon a building, structure or lot and which directs attention to an object, product, place, activity, person, institution, organization or business.

d) "SIGN, FASCIA"

- means a sign which is painted on the wall or roof of a building or which is attached to and parallel to the wall of a building but which does not project in a horizontal direction more than 30 cm (12 inches) from such wall nor project more than 0.6 m (2 feet) above either the top of the roof or the parapet wall where such exists.

e) "SIGN, FREESTANDING"

- means a sign supported from the ground and not attached to any part of a building.

f) "SIGN, ILLUMINATED"

- means a sign which is lighted by a source within the sign itself or by an external source.

g) "SIGN, PORTABLE"

- means any sign that is of a temporary nature and whose supporting structure is not permanently affixed to the property on which it is situated.

h) "SIGN, PROJECTED AREA OF"

- means the maximum area of the projection of the sign of any vertical plane which area is within a single continuous perimeter in no case passing through or between any adjacent elements of the sign. However, such perimeter shall not include any structural elements lying outside the limits of such sign and not forming an integral part of the display. The "projected area of sign" shall not be interpreted to limit the display area which may be contained on one or more surfaces of a sign.

2. For the purpose of this By-law, the definition of building, building inspector, home occupation, lot, lot lines, person and structure and the defined areas (zones) identified by the symbols R1, R2, R3, RE, RR, RMH, A1, A2, AB, D, V, CC, HC, SC, REC, I, MR, MG and ME and any special provision category of any aforementioned defined area (zone) are as defined in the comprehensive Zoning By-law No. 1360-2002 of the Township of Blandford-Blenheim, as amended, and the schedules thereto.

3. No person shall, within the area defined as "R1", "R2", "R3", "RE", "RR", "RMH", or a SPECIAL PROVISION category to any of the aforementioned zones, use any building, structure or lot for the erection or display of any sign except in accordance with the following provisions:

- (i) One sign, with the projected area of sign not exceeding 1.0 square metre, indicating the name and profession of the permitted home

By-law Number **1439-2004**

occupation, the name of an organization to which the residents of the property are a member of, the name of the resident of the lot and/or the name of the property on which the sign is situated.

- (ii) Up to 2 freestanding signs, each with the projected area of sign not exceeding 1.0 square metre, indicating the name of the Non-Residential use of the lot on which the sign is situated, as permitted under the Township of Blandford-Blenheim Zoning By-law.
4. No person shall, within the areas defined as "A1", "A2", "AB", "D", or a SPECIAL PROVISION category to any of the aforementioned zones, use any building, structure or lot for the erection or display of any sign except in accordance with the following provisions:
 - (i) All signs permitted in Section 3 provided that the use to which the sign is appurtenant is a use permitted under the Township of Blandford-Blenheim Zoning By-law on the lot where the sign is situated.
 - (ii) Up to 2 freestanding signs, each with the projected area of sign not exceeding 3.0 square metres, indicating the Non-Residential use and/or occupancy of the lot on which the sign is situated, as permitted under the Township of Blandford-Blenheim Zoning By-law.
 5. No person shall, within the areas defined as "V", "CC", "REC", "I", or any SPECIAL PROVISIONS category to any of the aforementioned zones, use any building, structure or lot for the erection or display of any sign except in accordance with the following provisions:
 - (i) One freestanding sign, with the projected area of sign not exceeding 3.0 square metres, indicating the use and/or occupancy of the lot on which the sign is situated has a lot frontage of 30 metres or more; or one freestanding sign, with the projected area of sign not exceeding 3.0 square metres, indicating the use and/or occupancy of a group of adjoining lots, provided the group of adjoining lots on which such sign is situated has a combined lot frontage of 30 metres or more.
 6. No person shall, within the areas defined as "HC", "SC", or any SPECIAL PROVISION category to any of the aforementioned zones, use any building, structure or lot for the erection or display of any sign except in accordance with the following provisions:
 - (i) One freestanding sign, with the projected area of sign not exceeding 6.0 square metres, indicating the use and/or occupancy of the lot on which the sign is located.
 - (ii) Up to 2 single-faced or double-faced signs for the posting of copy, each with the projected area of sign not exceeding 1.0 square metres, indicating the use and/or occupancy of the lot on which the sign is located, provided each such sign shall be mounted on a permanently fixed base.
 7. No person shall, with the areas defined as "MR", "MG", "ME", or any SPECIAL PROVISION category to any of the aforementioned zones, use any building, structure or lot for the erection or display of any sign except in accordance with the following provisions:
 - (i) One freestanding sign, with the projected area of sign not exceeding 6.0 square metres, indicating the use and/or occupancy of the lot on which the sign is located, provided the lot on which

By-law Number **1439-2004**

the sign is situated has a lot frontage of 30 metres or more; or one freestanding sign, with the projected area of sign not exceeding 6.0 square metres, indicating the use and/or occupancy of a group of adjoining lots, provided the group of adjoining lots on which such sign is situated has a combined lot frontage of 30 metres or more.

8. Within all defined areas (zoned) the following signs shall be permitted:

- (i) Any display or public office notices; any flag, emblem or insignia or a nation, school, political or religious group; any sign located completely within an enclosed building for internal building use purposes; any municipal street numbers; any prohibitive sign such as a "No Trespassing" sign, a "No Hunting" sign, etc.; any sign for regulation of safety or guidance of traffic; any landscaped or floral design; any fascia sign; and any temporary sign of a promotional nature, such as a window bill, affixed on the window of a permitted Non-Residential building.
- (ii) Notwithstanding the provision of Section 8 (i) to the contrary, signs referred to in the foregoing paragraph may be located in any yard provided no such sign is located within the sight triangle defined in Section 1.
- (iii) Notwithstanding any other provisions of Sections 8 hereof, no sign shall be permitted if the erection of such sign would contravene any regulation of the Ministry of Transportation and the County of Oxford.

9. Within all defined areas (zones) the following temporary signs shall be permitted:

- (i) Temporary signs incidental to a construction or land development project on the lot or site on which such signs are situated provided such signs shall be removed upon completion of construction of the project.
- (ii) Temporary signs incidental to Fall Fairs, ploughing matches, turkey shoots, Federal, Provincial or Municipal Elections and similar events provided that the projected area of any one sign shall not exceed 6.0 square metres; and such signs shall be removed within 7 days after the last day of the event.
- (iii) Temporary promotional advertising signs in the nature of banners, pennants and streamers for a permitted Non-Residential use or for the opening of a new business on the lot on which such signs are situated provided that the signs are removed 7 days after the last day of the event.
- (iv) Temporary signs shall also include signs advertising the sale, rental or lease of a building, structure or lot on which the sign is situated.

10. Within all defined areas (zones) directional signs shall be permitted provided the projected area of any one sign shall not exceed 0.1 square metre. Notwithstanding the provision of Section 8 to the contrary, directional signs may be located in any one yard provided no such sign is located within a sight triangle. Directional signs may be located within a road allowance provided written permission is obtained from the Authority having jurisdiction thereover.

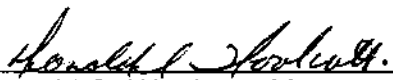
11. Within all defined areas (zones), one fascia sign, with a projected area of sign not exceeding 0.2 square metres, shall be permitted for the purpose of identifying the company occupying the lot on which such sign is situated, provided such identification is required under the Companies Act of the Government of Canada.

By-law Number **1439-2004**

12. Within all defined areas (zones), where lighting facilities for signs and/or illuminated signs are provided, they must be arranged so as to direct and/or reflect the light away from adjacent Residential Zones or uses.
13. Illuminated signs of the flashing or animated type are prohibited.
14. Within all defined areas (zones) portable signs are prohibited except as permitted in Section 9.
15. Within all defined areas (zones) signs promoting adult entertainment parlours are prohibited.
16. No part of any freestanding sign shall exceed in height the distance of 7 metres above the level of the road opposite the sign.
17. Notwithstanding the provisions of this by-law to the contrary, all signs shall be located a minimum of 2 metres to the rear of any lot line abutting any part of any highway. All signs shall be located a minimum of 2 metres from any interior lot line.
18. No person shall erect a sign except in accordance with the provisions of the by-law and no sign shall be erected under the provisions of Section 3(ii), 4(ii) and Sections 5 to 7 (inclusive) of this by-law without first having obtained a permit from the Chief Building Official accompanied by a fee in accordance with Schedule "A" of By-law Number 1435-2004, and amendments thereto.
19. Where applicable Section 3.14 of Ontario Regulation No. 403/97 (Ontario Building Code) shall apply.
20. The municipality may enter the land and pull down or remove an advertising device at the expense of the owner of the advertising device, or land, if it is erected or displayed in contravention of this by-law under the authority of Section 427 of the Municipal Act 2001. and amendments thereto.
21. Any person who contravenes any provision of this by-law is guilty of an offence. All offences shall be liable to a fine, recoverable under the provisions of the Provincial Offences Act, R.S.O. 1990, and amendments thereto.
22. By-law Number 758-88 enacted the 1st day of June, 1988, is hereby repealed.
23. The provisions of this by-law shall take full force and effect on the passing thereof, and may be cited as the "SIGN REGULATIONS BY-LAW".

By-law read a **FIRST** and **SECOND** time this 2nd day of June, 2004.

By-law read a **THIRD** time and **FINALLY PASSED** this 2nd day of
June, 2004.


Donald S. Woolcott, Mayor

(SEAL)


Keith Reibling, Clerk-Administrator

**THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM
BY-LAW NUMBER 1440-2004**

Being a By-law to provide that one-third of the remuneration paid to the elected members of Council and its local boards is deemed as expenses incident to the discharge of their duties.

WHEREAS Section 283 (5) of the Municipal Act, 2001, as amended, provides that one-third of the remuneration paid to the elected members of the Council and its local boards is deemed as expenses incident to the discharge of their duties as members of the Council or local board.

AND WHEREAS Section 283 (7) provides that a Council shall review a By-law enacted under subsection (5) at a public meeting at least once during the three-year period corresponding to the term of office of its members after a regular election.

AND WHEREAS the previous term of Council enacted Resolution #14 at their April 3rd, 2002, regular meeting of Council to continue with the one-third expense allowance.

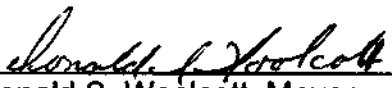
NOW THEREFORE the Municipal Council of the Corporation of the Township of Blandford-Blenheim enacts as follows:

1. That one-third of the remuneration (salary) paid to the elected members of Council and its local boards is deemed as expenses incident to the discharge of their duties as members of the Council or local board.
2. The provision contained in Section 1 shall be reviewed by Council at a public meeting at least once during the three-year period corresponding to the term of office of its members after a regular election.
3. The continuance of this initial By-law shall be confirmed by resolution of Council.

By-law **READ** a **FIRST** and **SECOND** time this 2nd day of June, 2004.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 2nd day of June,
2004.

(SEAL)


Donald S. Woolcott, Mayor


Keith Reibling, Clerk-Administrator

Document General

Form 4 — Land Registration Reform Act

D

<p style="text-align: center; font-size: 1.2em;">477755</p> <p>Number..... CERTIFICATE OF REGISTRATION REGISTERED</p> <p style="text-align: center;">2004 -07- 12</p> <p>at <u>1405</u> <i>mz</i> Land Registry Office No.41 Land Registrar</p> <p>New Property Identifiers Additional: See Schedule <input type="checkbox"/></p> <p>Executions Additional: See Schedule <input type="checkbox"/></p>	(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/>	(2) Page 1 of 2 pages	
	(3) Property Identifier(s) Block Property Part of 00289 0180		Additional: See Schedule <input type="checkbox"/>
	(4) Nature of Document By-law Number 1441-2004		
	(5) Consideration ---nil----- Dollars \$		
	(6) Description In the Township of Blandford-Blenheim, former Township of Blenheim, in the County of Oxford, being composed of Part of Duke Street shown as Railway Street on Registered Plan No. 199, more particularly described as PART 20 on Reference Plan 41R-5711.		
	(7) This Document Contains: (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/>		

(8) This Document provides as follows:

See Township of Blandford-Blenheim By-law Number 1441-2004 attached.

Continued on Schedule ☐

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)		Signature(s)	Date of Signature Y M D
Name(s) THE CORPORATION OF THE TOWNSHIP		<i>Keith Reibling</i>	2004 07 08
OF BLANDFORD-BLENHEIM (the "Township")			
by its Clerk-Administrator Keith Reibling			

(11) Address for Service **47 Wilmot Street South, Drumbo, Ontario. N0J 1G0**

(12) Party(ies) (Set out Status or Interest)		Signature(s)	Date of Signature Y M D
Name(s)			

(13) Address for Service

(14) Municipal Address of Property Vacant Land Drumbo, Ontario.	(15) Document Prepared by: Keith Reibling, Clerk-Administrator, Township of Blandford-Blenheim, 47 Wilmot Street South, Drumbo, Ontario. N0J 1G0	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: left;">Fees and Tax</th> </tr> <tr> <td style="width:50%;">Registration Fee</td> <td></td> </tr> <tr><td> </td><td></td></tr> <tr><td> </td><td></td></tr> <tr><td> </td><td></td></tr> <tr> <td>Total</td> <td style="text-align: right;">600.-</td> </tr> </table>	Fees and Tax		Registration Fee								Total	600.-
Fees and Tax														
Registration Fee														
Total	600.-													

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1441-2004

Being a By-law to provide for the stopping up and closing of a portion of an original untravelled road allowance, being Duke Street, shown as Railway Street on Registered Plan 199, in Drumbo.

WHEREAS Part III, of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, provides procedures for Council to follow if they desire to permanently close a highway.

AND WHEREAS Council considered a letter dated May 20th, 2004, from James and Yvonne Cardy, to stop up, close and transfer a portion of original road allowance, now described as PART 20 on Reference Plan 41R-5711 being immediately adjacent to their property. The Council considered the request at their June ~~4th~~^{2nd}, 2004, regular meeting, and enacted the following resolution:

"Whereas Council received a request from James and Bonnie Cardy, 11 Duke Street, Drumbo, to stop up, close and transfer (sell) a portion of Duke (Railway) Street according to Registered Plan 199 in Drumbo, more particularly described as Part 20 on Reference Plan 41R-5711.

Be it Resolved that Council authorizes the Clerk to initiate the process, providing all advertising and legal costs are borne by the applicants."

AND WHEREAS public notice advising of this proposed By-law has been published in the June 16, 2004, edition of the Ayr News, being a weekly newspaper, as well as a notice posted during June, 2004, in the immediate neighbourhood of the unopened original road allowance in the Township of Blandford-Blenheim;

AND WHEREAS the Council of the said Corporation has heard in person or by his counsel, solicitor or agent, all persons claiming that their land will be prejudicially affected by this By-law, and who applied to be heard.

NOW THEREFORE, the Council of the Corporation of the Township of Blandford-Blenheim enacts as follows:

1. That upon and after the passing of this By-law the following original road allowance is hereby closed and stopped up:
 - 1.1 All and singular that certain parcel or tract of land and premises, situate, lying and being in the Township of Blandford-Blenheim, formerly Blenheim, in the County of Oxford and being composed of Part of Duke Street shown as Railway Street on Registered Plan No. 199, more particularly described as follows:

PART 20 on a Reference Plan deposited in the Registry Division of Oxford (No. 41) as 41R-5711.

By-law **READ** a **FIRST** and **SECOND** time this 7th day of July, 2004.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 7th day of July, 2004.

(SEAL)



Donald S. Woolcott, Mayor



Keith Reibling, Clerk-Administrator

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM
BY-LAW NUMBER 1442-2004
WOOLCOTT DRAIN 2004

A By-law to provide for a drainage works in the Township of Blandford-Blenheim in the Restructured County of Oxford.

WHEREAS the requisite number of owners have petitioned the Council of the Corporation of the Township of Blandford-Blenheim (the "Corporation") in the Restructured County of Oxford, in accordance with the provisions of the Drainage Act, R.S.O. 1990, requesting that the following lands and roads be drained by a drainage works (the "Drainage Works").

TOWNSHIP OF BLANDFORD-BLENHEIM

Part of Lots 17, 18, and 19, Concession 11 (former Blenheim)

Part of Oxford Road 8

AND WHEREAS the estimated cost of constructing the Drainage Works is \$83,900.00.

AND WHEREAS \$83,900.00 is the amount to be contributed by the Corporation for construction of the Drainage Works.

AND WHEREAS the Corporation has received its annual debt and financial obligation limit for 2003 from the Ministry of Municipal Affairs (the "Limit") and the Treasurer of the Corporation has updated the Limit in accordance with the applicable regulations and has determined that the estimated annual amount payable in respect of the Drainage Works would not cause the Corporation to exceed its Limit, and that the approval of the Drainage Works by the Ontario Municipal Board is not required.

AND WHEREAS the Council is of the opinion that the drainage of the area is desirable.

THEREFORE the Council of The Corporation of the Township of Blandford-Blenheim pursuant to the Drainage Act, R.S.O. 1990, enacts as follows:

1. The report dated May 21st, 2004 and attached hereto, is hereby adopted and the Drainage Works as therein indicated and set forth is hereby authorized, and shall be completed in accordance therewith.
2. (1) The Corporation may borrow on the credit of the Corporation the amount of \$83,900.00, being the necessary amount for construction of the Drainage Works.

(2) The Corporation may arrange for the issue of debentures on its behalf for the amount borrowed, less the total amount of,
 - (a) grants received under Section 85 of the Act;
 - (b) commuted payments made in respect of lands and roads assessed within the municipality;
 - (c) moneys paid under subsection 61(3) of the Act; and

such debentures shall be made payable within a term not to exceed five (5) years from the date of the debenture(s) and shall bear interest at a rate to be established by the County at the time such debenture(s) are issued.

The Restructured County of Oxford shall handle the sale of such debenture(s). The Corporation shall make annual payments of principal and interest in respect of the debenture(s) issued by the Restructured County of Oxford to the County on or before their respective due dates.

3. In each year during the currency of the debentures there shall be levied upon the lands and roads set forth in the attached Schedule "A" and raised by a special rate, an amount sufficient to redeem the principal and interest on the debenture(s), such amount shall be collected in the same manner and at the same time as other taxes are collected in each year of the currency of the debenture(s).

SCHEDULE "A"

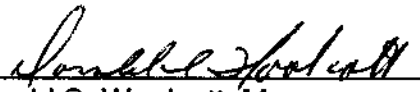
CONCESSION	PARCEL OF LAND OR PART THEREOF	TOTAL AMOUNT ASSESSED
11	Part of Lot 17 (George Heckman & Michelle Klosch)	\$11,944.00
11	Part of Lot 18 (Panta & Marija Kampian)	32,326.00
11	Part of Lot 18 (John & Jill Dunk)	4,741.00
11	Part of Lot 18 (Union Gas Ltd.)	65.00
11	Part of Lot 19 (Nick & Mary Babic & Rina & Miroslav Muretic)	5,142.00
11	Part of Lot 19 (Hydro One Networks Inc.)	107.00
11	Part of Lot 19 (Thomas & Cynthia Parkin)	<u>816.00</u>
SUB-TOTAL		\$ 55,141.00
Roads of Municipality - Oxford Road 8		26,259.00
Union Gas Limited		<u>2,500.00</u>
TOTAL ASSESSMENT - TOWNSHIP OF		
BLANDFORD-BLENHEIM		<u>\$ 83,900.00</u>

4. This by-law comes into force on the passing thereof and may be cited as **"WOOLCOTT DRAIN 2004 BY-LAW"**.

First Reading: July 7th, 2004.

Second Reading: July 7th, 2004.

Provisionally adopted this 7th day of July, 2004.


Donald S. Woolcott, Mayor

(SEAL)



Keith Reibling, Clerk-Administrator.

Third Reading: August 18, 2004.

Enacted the 18 day of August, 2004.


Donald S. Woolcott, Mayor

(SEAL)


Keith Reibling, Clerk-Administrator
Maureen Simmons, Deputy Clerk.

KEITH REIBLING, A.M.C.T., Clerk-Administrator
MAUREEN SIMMONS, A.M.C.T., Treasurer/Collector
WILLIAM VANCE, Road Manager
JAMES WATSON, C.E.T., Chief Building Official
RICK RICHARDSON, Fire Chief
DARREN HALL, Facility Manager



P.O. Box 100
Telephone: (519) 463-5347
Fax: (519) 463-5881
website: www.twp.bla-ble.on.ca

TOWNSHIP OF BLANDFORD-BLENHEIM
47 Wilmot Street South
DRUMBO, ONTARIO
N0J 1G0

July 8, 2004.

**TO ALL LANDOWNERS IN THE
"WOOLCOTT DRAIN 2004" WATERSHED**

NOTICE OF SITTING OF COURT OF REVISION
The Drainage Act, R.S.O. 1990, Chapter D.17, Section 46(1) and (2)

Notice is hereby given that a Court of Revision will be held at the Township Office, Drumbo, Ontario, on the **4th** day of **August, 2004**, at **1:30 P.M.**, to hear any owner of land or, where roads in the local municipality are assessed, any ratepayer, who complains that his or any other land that should have been assessed has not been assessed or that due consideration has not been given or allowance made as to type or use of land, who personally, or by his agent, has given notice in writing to the Clerk of the initiating municipality that he considers himself aggrieved for any or all such causes.

The last date for notice shall be **FRIDAY, JULY 23rd, 2004.**



Keith Reibling,
Clerk-Administrator.

If no notice of intention to make application to quash a by-law is served upon the Clerk of the initiating municipality within ten days after the passing of the by-law, or where a notice of intention has been given, if an application to quash is not made to the referee within three months after the passing of the by-law, or so much thereof as is not the subject of or is not quashed upon any such application, is valid and binding according to its terms, so far as it prescribes or directs anything within the proper competence of the Council; The Drainage Act, R.S.O. 1990, Chapter D.17, Section 58(2).

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1443-2004

*Did Not Pass!
KR
Aug. 4/04.*

A By-Law to amend Zoning By-Law Number 1360-2002, as amended.

WHEREAS the Municipal Council of the Corporation of the Township of Blandford-Blenheim deems it advisable to amend By-Law Number 1360-2002, as amended.

THEREFORE, the Municipal Council of the Corporation of the Township of Blandford-Blenheim, enacts as follows:

1. That Schedule "A" to By-Law Number 1360-2002 as amended, is hereby amended by changing to A2-13 the zone symbol of the lands so designated A2-13 on Schedule "A" attached hereto.
2. That Section 7.6 to By-Law Number 1360-2002, as amended, is hereby amended by adding the following subsection at the end thereof.

"7.6.13 LOCATION: PART LOTS 11 and 12, CONCESSION 8 (BLENHEIM), A2-13

7.6.13.1 Notwithstanding any provision of this By-Law to the contrary, no person shall within any A2-13 Zone use any lot, or erect, alter or use any building or structure for any purpose except the following:

all uses permitted in Section 7.1 of this By-law.

7.6.13.2 Notwithstanding any provision of this by-law to the contrary, no person shall within any A2-13 zone use any lot, or erect, alter or use any building or structure for any purpose except in accordance with the following provisions:

7.6.13.2.1 LOT FRONTAGE

Minimum

As existing on the date of passage of this By-law.

7.6.13.2.2 That all provisions of the A1 Zone in Section 6.2 to this By-law, as amended, shall apply, and further that all other provisions of this By-law, as amended, that are consistent with the provisions herein contained shall continue to apply mutatis mutandis."

3. This By-Law comes into force in accordance with Sections 34(21) and (30) of the Planning Act, R.S.O. 1990, as amended.

READ a first and second time this 4th day of August 2004.

READ a third time and finally passed this 4th day of August, 2004.

Donald S. Woolcott, Mayor

(SEAL)

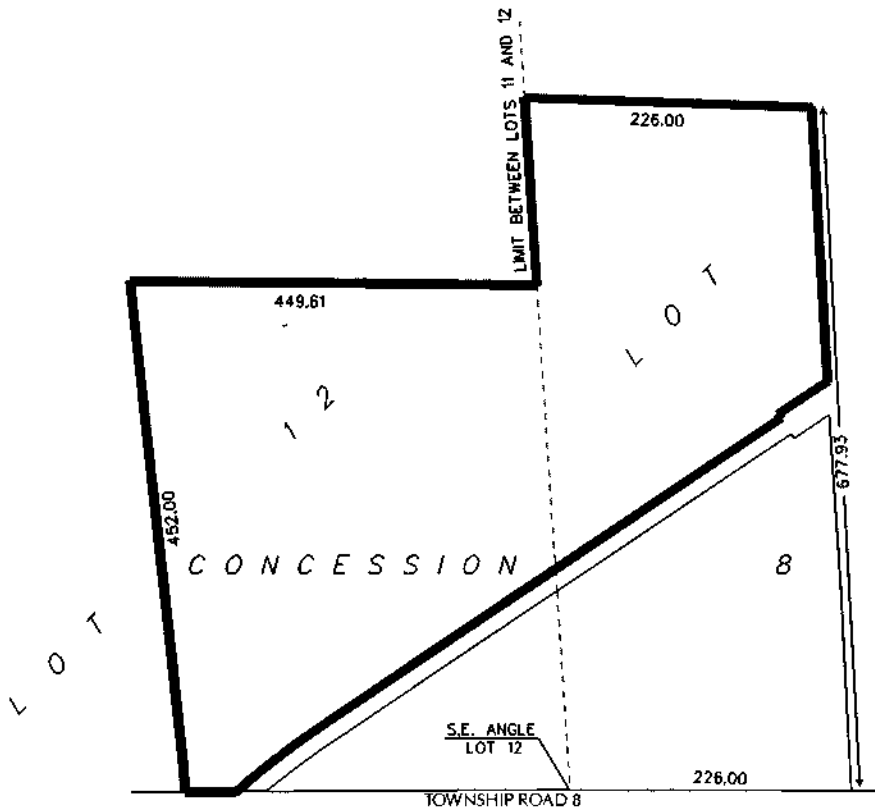
Keith Reibling, Clerk-Administrator

SCHEDULE "A"

TO BY-LAW No. 1443-2004

PART LOTS 11 AND 12, CONCESSION 8 (BLENHEIM)

TOWNSHIP OF BLANDFORD-BLENHEIM



THIS IS SCHEDULE "A"

TO BY-LAW NO. 1443-2004, PASSED

THE 4th DAY OF August, 2004



AREA OF ZONE CHANGE TO A2-13

NOTE: ALL DIMENSIONS IN METRES

Donald Woolcott, MAYOR

Keith Reibling, CLERK

ZON 1-04-2

TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1443-2004

EXPLANATORY NOTE

The purpose of By-Law Number 1443-2004 is to rezone lands located on the north side of Township Road 8, east of County Road 3, and comprising Part Lots 11 and 12, Concession 8 (Blenheim), in the Township of Blandford-Blenheim, municipally known as 827085 Township road 8, from 'General Agricultural Zone (A2)' to 'Special General Agricultural Zone (A2-13)' to allow construction of a farm building on a lot with reduced lot frontage. The subject lands are currently owned by Hendrick and Geraldine Meyer

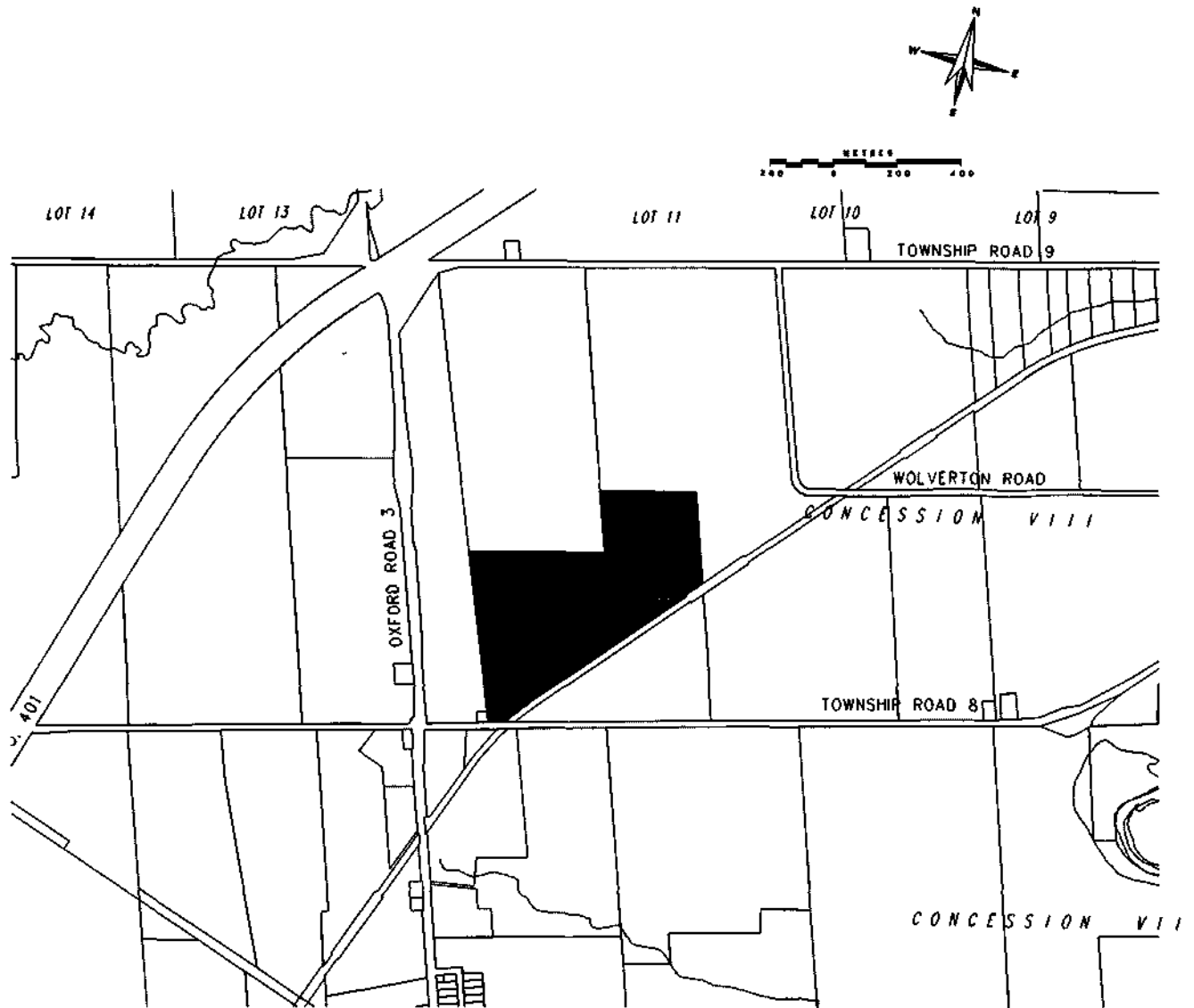
Municipal Council, after conducting the public hearing necessary to consider any comments to the proposed change in zone designation, approved By-Law Number 1443-2004. The public hearing was held on August 4, 2004.

Any person wishing further information relative to Zoning By-Law Number 1443-2004 may contact the undersigned.

Mr. Keith Reibling
Clerk-Administrator
Township of Blandford-Blenheim
P.O. Box 100
DRUMBO, Ontario
N0J 1G0

Telephone: 463-5347

KEY MAP



LANDS TO WHICH BYLAW **1443-** APPLIES
2004

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1444-2004

Being a By-law to authorize the execution of a consent agreement between The Corporation of the Township of Blandford-Blenheim and Chris and Debbie Demarest.

WHEREAS the Planning Act, R.S.O. 1990, Chapter P.13, Section 53, allows the granting of a consent by County Council with respect to lands and imposing of conditions.

AND WHEREAS the County of Oxford Land Division Committee, regarding Consent Application Number B-80/03 (Chris and Debbie Demarest) has granted one (1) severance subject to conditions being fulfilled to the Township's satisfaction for development of the newly created lot.

AND WHEREAS Township Council deems it desirable to enter into an Agreement with the developers (Chris and Debbie Demarest) of the property to effect proper development of One (1) residential lot, being composed of Part of the original Road Allowance between Lots 18 and 19 and Part of Lot 19, Concession 1 (former Blenheim) more particularly described as Parts 2 and 3 on Reference Plan 41R-7355.

NOW THEREFORE, the Municipal Council of The Corporation of the Township of Blandford-Blenheim enacts as follows:

1. That the Mayor and Clerk-Administrator be authorized and they are hereby instructed to execute on behalf of The Corporation of the Township of Blandford-Blenheim a Consent Agreement dated July 28th, 2004, for developing lands, being composed of Part of the original Road Allowance between Lots 18 and 19 and Part of Lot 19, Concession 1 (former Blenheim), more particularly described as Parts 2 and 3 on Reference Plan 41R-7355, between Chris and Debbie Demarest and the Corporation of the Township of Blandford-Blenheim.

By-law **READ** a **FIRST** and **SECOND** time this 4th day of August, 2004.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 4th day of August, 2004.

(SEAL)


Donald S. Woolcott, Mayor


Keith Reibling, Clerk-Administrator

Document General

Form 4 — Land Registration Reform Act

D

<p style="text-align: center; font-size: 24pt; font-weight: bold;">478628</p> <p>Number.....</p> <p style="text-align: center; font-weight: bold;">CERTIFICATE OF REGISTRATION REGISTERED</p> <p style="text-align: center; font-weight: bold;">2004-08-10</p> <p>16.22 <i>mx</i> at Land Registry Office No. 41 Land Registrar</p> <p>New Property Identifiers</p> <p>Executions</p>	<p>(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/> (2) Page 1 of 13 pages</p>											
	<p>(3) Property Identifier(s) Block 00278 0000 Property 0094 Additional: See Schedule <input type="checkbox"/></p>											
	<p>(4) Nature of Document Consent Agreement Registered pursuant to Sections 51(6) and 53(2) of the Planning Act, R.S.O. 1990.</p>											
	<p>(5) Consideration ---nil----- Dollars \$</p>											
	<p>(6) Description In the Township of Blandford-Blenheim, former Township of Blenheim, in the County of Oxford, being composed of Part of the original Road Allowance between Lots 18 and 19 and Part of Lot 19, Concession 1 (former Blenheim), more particularly described as Parts 2 and 3 on Reference Plan 41R-7355.</p>											
	<p>Additional: See Schedule <input type="checkbox"/></p>	<p>(7) This Document Contains:</p>										
	<p>Additional: See Schedule <input type="checkbox"/></p>	<p>(a) Redescription New Easement Plan/Sketch <input type="checkbox"/></p> <p>(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/></p>										
<p>(8) This Document provides as follows:</p> <p style="text-align: center; font-size: 18pt;">See Attached Consent Agreement.</p> <p style="text-align: right;">Continued on Schedule <input type="checkbox"/></p>												
<p>(9) This Document relates to instrument number(s)</p>												
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:50%;">(10) Party(ies) (Set out Status or Interest)</th> <th style="width:30%;">Signature(s)</th> <th style="width:20%;">Date of Signature</th> </tr> <tr> <td style="vertical-align: top;"> <p>Name(s)</p> <p style="font-weight: bold;">THE CORPORATION OF THE TOWNSHIP OF BLANDFORD-BLENHEIM (the "Township")</p> <p>by its Clerk-Administrator Keith Reibling</p> </td> <td style="vertical-align: top;"> <p>Signature(s)</p> <p><i>Keith Reibling</i></p> </td> <td style="vertical-align: top;"> <p>Y M D</p> <p>2004 08 10</p> </td> </tr> </table>			(10) Party(ies) (Set out Status or Interest)	Signature(s)	Date of Signature	<p>Name(s)</p> <p style="font-weight: bold;">THE CORPORATION OF THE TOWNSHIP OF BLANDFORD-BLENHEIM (the "Township")</p> <p>by its Clerk-Administrator Keith Reibling</p>	<p>Signature(s)</p> <p><i>Keith Reibling</i></p>	<p>Y M D</p> <p>2004 08 10</p>				
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<p>(13) Address for Service R.R.#2, PRINCETON, Ontario. N0J 1V0</p>												
<p>(14) Municipal Address of Property not assigned</p>	<p>(15) Document Prepared by:</p> <p>Keith Reibling, Clerk-Administrator, Township of Blandford- Blenheim, 47 Wilmot Street South, Drumbo, Ontario. N0J 1G0</p>											
<p style="writing-mode: vertical-rl; transform: rotate(180deg);">FOR OFFICE USE ONLY</p>		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2">Fees and Tax</th> </tr> <tr> <td style="width:50%;">Registration Fee</td> <td style="width:50%; text-align: center;">605</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td>Total</td> <td style="text-align: center;">605</td> </tr> </table>	Fees and Tax		Registration Fee	605					Total	605
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Total	605											

CONSENT AGREEMENT
DEMAREST SEVERANCE
PART OF LOT 19, CONCESSION 1
TOWNSHIP OF BLANDFORD-BLENHEIM
(Formerly Township of Blenheim)

THIS AGREEMENT made on the 28th day of July, 2004.

BETWEEN:

CHRIS AND DEBBIE DEMAREST

Hereinafter called the "Owner"
OF THE FIRST PART

AND:

THE CORPORATION OF THE TOWNSHIP OF BLANDFORD-BLENHEIM

Hereinafter called the "Township"
OF THE SECOND PART.

WHEREAS the Owner represents that he is the registered owner of those lands and premises in the Township of Blandford-Blenheim described in Schedule "A" attached hereto and hereafter called the Said Lands;

AND WHEREAS the Owner has applied to the County of Oxford Land Division Committee for the approval of a consent to sever with respect to the said lands that will create one new building lot along the west side of the Gobles Road south of Township Road 2, hereinafter called the new building lot;

AND WHEREAS the County of Oxford Land Division Committee (Application Number B-80/03) has granted the severance subject to conditions being fulfilled to the Township's satisfaction as per their decision dated December 4, 2003, a copy of which is attached hereto as Schedule B;

AND WHEREAS the Township may enter into one or more agreements with an Owner as a condition to the granting of a severance in accordance with Section 53 of the Planning Act.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other good and valuable consideration and the sum of Two Dollars (\$2.00) of lawful money of Canada, now paid by each of the parties hereto to each of the other parties hereto, (the receipt whereof is acknowledged), the Owner and Township hereby covenant, promise and agree with each other as follows:

1. GENERAL

1.1 Deposit

The Owner shall deposit the sum of One Thousand Dollars (\$1,000) for the new building lot created in the form of cash or certified cheque with the Township as soon as he wishes negotiations to attend to this agreement, the services and lot construction to commence. This deposit shall be used as a security for expenses of the Township. The Owner shall provide additional sums as necessary with the Township as the work continues and as accounts are paid, and if this security is drawn on, to ensure that a minimum deposit of One Thousand Dollars (\$1,000) is always on hand with the Township until this agreement is released. This deposit when released shall be payable to the owner of the new building lot created. The deposit may be reduced prior to being released in accordance with other sections of this agreement.

1.2 All work to conform to approved plan

The Owner agrees to undertake all development and construction of all structures and services in accordance with the approved plan, hereto attached, required by, and in accordance with the sections of this agreement. All approved plans are to be initialed by the Township Engineer.

1.3 Construction Within Township Right-of-Way

Work done within the road right-of-way by either the owner or lot purchaser shall be done to the Township's satisfaction.

1.4 Owner to notify lot purchaser of his obligations

The Owner agrees to notify the lot purchaser of his obligations of construction re the new building lot in accordance with the approved plan. The Owner agrees to provide free of charge to any lot purchaser a copy of this agreement as registered, a copy of the approved plan, a notice that this agreement is registered against the lot acquired, and a written notice that the lot purchaser is required to comply with all applicable sections of this agreement.

1.5 Owner to employ Engineer for design

The Owner or Lot Purchaser shall employ a competent engineer registered by the Professional Engineers of Ontario to prepare an approved plan for the lot showing the grading and drainage, the driveway and boulevard work and the location of the septic tile bed. This shall be done in conjunction with the Township Engineer preparing the agreement.

The Owner or Lot Purchaser may retain the Township Engineer to undertake the above or he may retain another qualified Professional Engineer in which case the Township Engineer shall review the approved plan, specifications, work, etc. of this Engineer.

1.6 Other Work

If at any time during the construction for the new building lot it should become evident that other work is necessary to provide adequately any of the required services, the Owner shall construct, install or perform such additional works at the request of the Township.

1.7 Liability

Until the Council of the Township shall have accepted all the work with respect to the new building lot, as evidenced by the Engineer's Certificate of Lot Grading of Section 15, the Owner and/or the Lot Purchaser of the new lot agree to indemnify and save harmless the Township against all actions, causes of action, suits, claims, and demands whatsoever which may arise either directly or indirectly by reason of the Owner or Lot Purchaser undertaking this development, or from any part or omission by the Owner or Lot Purchaser, his agents, servants or contractors in the performance of any matter or thing in this Agreement.

1.8 Intent

Each of the parties agrees to do all acts, within its power, necessary or proper to be done by it to carry out the intention of this Agreement which is to secure a development of good quality and free from drainage and other functional problems.

2. DRAINAGE ACT MATTERS

2.1 Engineer's Report for Drainage Assessment Reapportionment

The owner agrees to pay \$450 for the cost of preparing a report to provide for the reapportionment of the assessments for the Hanchiruk Drain (1981).

2.2 Advising Lot Purchasers of Obligations Relating to the Drainage Act

The Owner agrees to notify the Lot Purchaser of their obligations with respect to any existing or future Engineer's Reports pursuant to the Drainage Act.

3. OTHER DRAINAGE MATTERS3.1 Grading of Lot (To Provide Proper Drainage)

The Owner agrees to grade the new building lot as shown on the approved plan, and/or to notify the Lot Purchaser of their obligations in implementing, or permitting by others in case of default, the grading on the lot as per the approved plan.

4. DRIVEWAY4.1 General

The Owner agrees to notify the Lot Purchaser of his obligation to construct a driveway from the travelled portion of the road to the front line of the lot. The driveway shall initially consist of granular surface and shall ultimately be finished using a hard surfacing material, either asphalt, concrete or paving blocks.

4.2 Permits

The Owner shall advise the Lot Purchaser that it is his responsibility to obtain any required permit for driveway construction from the affected road authority and pay the required fee.

4.3 Specifications

The driveways and culverts shall be constructed in accordance with the requirements of Schedule C.

5. HYDRO, TELEPHONE, GAS, TV CABLE SERVICES5.1 General

The Owner will arrange and pay for the main lines of these services within the road allowances to be extended if required, to service the new lot. Connections from the main lines of the services into the lot will be the responsibility of the lot purchaser.

6. PARKLAND FEES6.1 Paying into Township's Reserve Account

The Owner agrees to pay for the new building lot created, a sum of Seven Hundred Dollars (\$700) as a deposit for cash in lieu of parklands which sum is to be placed into the Township's Reserve Account for Parks and Recreation. This sum shall be payable prior to the stamping of the deeds.

7. RESPONSIBILITY FOR DAMAGE TO EXISTING ROADS

The Township may hold the Owner or any Lot Purchaser liable for any damages to an existing road that occurs as a result of construction pursuant to this agreement. For purposes of this section, the road shall consist of the surface, any base, any utility, any sign and any other works in the boulevard.

8. BOULEVARDS

Upon completion of all work on the lot and in the road allowance, to a degree as required by the Township, the affected boulevard areas shall be regraded, topsoiled and seeded. Schedule C may provide details of the work required by the lot purchaser in the boulevards.

9. WATER SUPPLY9.1 General

Individual or private water supply will be the responsibility of the Owner or the Lot Purchaser.

Any well shall be constructed in accordance with Oxford County Board of Health and MOEE guidelines and policies.

9.2 Private Well to be Installed

The Owner or the Lot Purchaser shall locate the private water supply a suitable distance away from the designed location of the private septic system as shown on the approved plan and is required to provide evidence that a natural supply of water is available which meets or exceeds the health parameters of the Ontario Drinking Water Standards.

9.3 Timing

No building permit will be issued until the applicant provides a copy of a water test from the water source described in Section 9.2 showing that the water is potable.

10. SEWAGE DISPOSAL

10.1 General

Individual or private septic systems will be the responsibility of the Owner or the Lot Purchaser.

The septic system shall be constructed in accordance with Oxford County Board of Health and MOEE guidelines & policies.

10.2 Private Septic System to be Installed

The Owner or the Lot Purchaser shall locate any existing private water wells within 50 metres of this building lot. The design and location of the septic system on the said lot complete with the location of private water wells on adjacent lands shall be shown on a plan prepared and approved by a professional engineer. The Health Unit requires this information prior to issuing a Certificate of Approval for the private septic system.

10.3 Timing

No building permit will be issued unless the applicant has the required Certificate of Approval from the Health Unit at the time of applying for the building permit.

11. CONSTRUCTION ON THE LOT

11.1 Work to be in Accordance with Approved Plan

All work on the new building lot created must be in accordance with the approved plan as defined in Section 1.2.

11.2 Lot Purchaser's Obligation to Revise Approved Plan

The Owner agrees to prepare or to advise the lot purchaser of their obligation to prepare a site specific plan showing how the approved plan will be implemented on the lot. The site specific plan shall provide that driveways and private septic systems shall generally be in the same locations as shown on the approved plan. The site specific plan shall show top of foundation wall elevation. The site specific plan shall be prepared by someone customarily involved and experienced in such work. The Township Engineer may be retained to prepare the Site Specific Plan. The lot purchaser is responsible for implementing the site specific plan once approved.

11.3 Approval of Revised Approved Plan Prior to Issuance of Building Permits

The revised plan required by Section 11.2 hereabove shall be approved by the Township Engineer prior to the issuance of a building permit.

11.4 Tree Preservation Plan

The Owner or the Lot Purchaser shall have a plan prepared, by a qualified person having knowledge of such matters, indicating measures to protect larger specimen trees and overall protection of the forested area during construction and site grading activities in the area denoted as Forest Cleared on the approved site plan.

11.5 Deposits, Certificate of Lot Grading

These matters shall be attended to in accordance with Section 15 hereto.

11.6 Timing

Acceptable lot grading must be in place on the lot within one year of occupancy of the dwelling on the lot.

11.7 Changes

All work on the lot is to be in accordance with the approved plan for the property subject only to such changes as are approved by the Township in writing.

11.8 Ultimate Responsibility

All security monies provided by the Owner or any lot purchaser pursuant to Sections 1.1 and 15.1 will only be released when satisfactory lot grading and construction on, and boulevard work for, exists re the new building lot. The Owner shall notify the lot purchaser that the Township will have the right to enter onto the lot and to complete satisfactory lot grading if necessary. When satisfactory lot grading, construction and boulevard work including the driveway exists on or by the new building lot, these securities will be released to the current owners of the building lot.

12. TOWNSHIP'S LEGAL AND ENGINEERING SERVICES

12.1 Review of Plans, Assistance in Finalizing the Consent Agreement

The Township Solicitor and Engineer may be directed by the Township to assist in the preparation and/or approval of plans and specifications, to participate in any reviews, meetings, negotiations and/or servicing to finalize this Consent Agreement and to participate in, review and/or approve any construction.

12.2 Inspection of Construction by Township Engineer

Where directed by the Township, the Township Engineer shall inspect the installation and construction of the works (public services and work on the lot) from time to time. If the Township Engineer is not satisfied that such installation or construction is being done in accordance with the approved plan or in accordance with good engineering practice, he shall advise the Owner and/or the affected lot purchaser, plus the Township. The Township may deem that the work, if being done by others, is not proceeding in a proper manner and may stop the work and require that another Contractor be placed on the job to complete such and the costs involved shall be paid by the Owner and/or lot purchaser forthwith upon demand by the Township.

12.3 Township Legal and Engineer's Costs

The Owner hereby agrees to reimburse the Township for all reasonable engineering and legal costs incurred by the said Township for the preparation and supervision and enforcement of this agreement and any plans or specifications required by it, if in excess of any deposit, such payment to be made within 30 days of the delivery of demand from the Township to the Owner. The cost payable by the Owner hereunder shall not include any costs payable by any Lot Purchaser under Section 15 hereof. All outstanding accounts of the Township, at the time, shall be paid prior to the stamping of the deed and prior to the execution of the agreement.

12.4 Township Engineer's Involvement with Lot Grading and Driveway Review on Behalf of the Lot Purchaser

These services of the Township Engineer will be separate from the above and are covered in Section 15 hereto.

13. MATTERS TO BE ATTENDED TO PRIOR TO STAMPING OF THE DEED

Prior to the Township's stamping of the deed(s) for the new building lot created, the Owner shall:

1. Have completed the approved plan as required by Section 1.2.
2. Have paid the cost of the drainage assessment reapportionment required by Section 2.
3. Have paid the sum for parkland fees as required by Section 6.
4. Have paid all outstanding accounts of the Township, including those required by Section 12.3.
5. Have made arrangements satisfactory to the Township to have this agreement registered against the new building lot as required by Section 17.
6. Have executed this agreement with the Township.

14. BUILDING PERMITS

14.1 Building Permit Format

Prior to applying for a building permit, the revised plan as required by Section 11.2 must be approved. A building permit format shall be used whereby the Owner or Lot Purchaser shall not receive permission to frame until the foundation has been certified. The Owner or Lot Purchaser shall have the completed foundation reviewed and certified by an Ontario Land Surveyor or a Professional Engineer and shall show such certification to the Township.

14.2 Development Charges

All development charges as applicable at the time must be paid prior to the issuance of a building permit.

14.3 Other Matters to be Attended to Prior to Issuance of a Building Permit

- a) Provide a copy of a water test from the water source described in Section 9.2 showing that the water is potable.
- b) Obtain certificate of approval from Health Unit for the private septic system.
- c) Provide a Tree Preservation Plan showing how the trees will be protected adjacent to the building site in the Forest Cleared area of the building lot.
- d) Obtain the entrance permit from the applicable authority.
- e) Provide security deposit for lot grading and driveway construction.
- f) All fees, deposits, etc. required for Township's existing and future costs must be attended to.

15. SECURITY DEPOSITS FOR LOT GRADING AND DRIVEWAYS

15.1 Amount of Security

To ensure that the Owner, the lot purchaser or his successor constructs acceptable lot grading, boulevard and driveway work, the Township will require a security of \$2,500, cash or certified cheque, prior to issuance of a building permit. This deposit shall be returned, as also specified below, to the lot owner at the time, without interest and less the costs of the Township Engineer's involvement with revised plans, site reviews and any foundation certification works, and upon the Township Engineer's certification of lot grading and driveway construction and shall only be returned if any damages to existing services such as the Roads are attended to and if all other matters required by this agreement are attended to.

15.2 Owner of Security

The security deposit shall be deemed to be that of the current owner of the lot regardless of who filed the deposit. Any work required will be deemed to be the responsibility of the current lot owner.

15.3 Security to be Drawn on if Default

If there is any default in attending to repair of damages, to construction of driveways, to finishing of boulevards or to work on the lot, the Township, to the extent necessary, may use any part of or all of the deposit to attend to such.

15.4 Township Engineer's Costs

Based on a one time review of the final lot grading, the estimated cost of the Township Engineer will be \$350.00. Multiple trips or revisions to plan may increase these fees.

15.5 Release of Security

The scheduling of the release of the \$2,500 security shall be as follows: Firstly, \$1,500 is to be released upon completion of acceptable lot grading and subject to any damages to the road and boulevard areas to that point being repaired and less the Engineer's costs. Secondly the balance, \$1,000, is to be released upon completion of the driveway and boulevard work adjacent to the driveway and subject to repairs being made and less the final Engineering costs. Completion certificates will be issued at each release of funds.

15.6 Completion of Lot Grading

All lot grading and boulevard work is to be attended to within one (1) year of occupancy of the lot. If the work is not attended to by this time the Township may itself or authorize others, enter upon the lot and complete the lot grading at the expense of the security deposit.

15.7 Definition

For the purposes of this agreement, lot grading shall be deemed to be acceptable when the grading (including topsoil) has been completed to the elevations shown on the approved plan, sod has been placed or there is an established growth from seeding.

16. DEFAULT

In addition to any other remedy which the Township may have against the Owner or any Lot Purchaser, who for purposes of this section are both referred to as the "Owner", for breach of this Agreement, the Township, at its option and after first notifying the Owner, may:

- a) Enter onto the lands and complete any work in respect of which there has been default and collect the cost of doing so from the Owner;
- b) Make any payment which ought to have been made by the Owner and collect the amount thereof from the Owner;
- c) Do any other thing required of the Owner by this agreement and collect the cost of so doing from the Owner;
- d) Apply any deposit in the Township's possession;
- e) Refuse to issue any further building permits;
- f) In the event of default by the Owner and the Township being required to perform any of the services herein mentioned in addition to any other remedy, the Township shall have the right to recover the cost of performing such services or collection of charges due in like manner as municipal taxes under the authority of Part XIV, Enforcement; being Section 427 of the Municipal Act, SO 2001, and amendments thereto.

17. REGISTRATION OF THIS AGREEMENT

17.1 The Owner and the Township agree to register or deposit this agreement in the appropriate Registry or Land Titles Office.

17.2 It is understood and agreed that after this Agreement has been registered or deposited on title it shall not be released by the Township until all terms and conditions of the agreement have been complied with to the Township's satisfaction. At such time, the Township, upon request, shall issue a Certificate of Compliance certifying compliance with this Agreement to the time of the Certificate.

18. EASEMENTS, BLOCKS

None are required.

19. MISCELLANEOUS

19.1 Agreement to Enure

The covenants, agreements, conditions and understandings herein contained on the part of the Owner shall run with the land and shall be binding upon it and upon its heirs, executors, administrators, successors and assigns as owners and occupiers of the said lands from time to time and shall be appurtenant to the adjoining roadways in the ownership of the Township or County. Notwithstanding the generality of the above, each lot purchaser shall assume the applicable obligations of the Owner as they relate to work on the applicable lot and with respect to finishing of driveways and boulevards.

19.2 Variations

All work is to be in accordance with the approved plan and in accordance with the revised plans to be prepared for each property subject only to such changes as are approved by the Township in writing. Further, the Township reserves the right to

waive or rescind any term or condition contained in this agreement provided that such condition is waived or rescinded by resolution of Council.

20. ESTOPPEL

The Owner agrees to not call into question directly or indirectly in any proceedings whatsoever in law or in equity or before any administrative tribunal, the right of the Township to enter into this agreement and to enforce each and every term, covenant and condition herein contained and this agreement may be pleaded as an estoppel against the Owner in any such proceedings.

IN WITNESS WHEREOF the Owner has hereunto set his hand and seal and the Township has hereunto affixed its Corporate Seal under the hands of its Mayor and Clerk on the day first written above.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Keith Reibling
Witness

OWNER

Chris Demarest
Chris Demarest

Debbie Demarest
Debbie Demarest

THE CORPORATION OF THE TOWNSHIP
OF BLANDFORD-BLENHEIM

Donald S. Woolcott
Donald S. Woolcott, Mayor

(SEAL)

Keith Reibling
Keith Reibling, Clerk-Administrator

SCHEDULE "A"

Agreement Dated the 28th day of July, 2004.

ALL AND SINGULAR that certain parcel of tract of land and premises situate, lying and being in the Township of Blandford-Blenheim (former Township of Blenheim), in the County of Oxford, being composed of Part of Lot 19 Concession 1 and more particularly described as Parts 2 and 3 on Reference Plan 41R-7355.

SCHEDULE "B"

CONSENT CONDITIONS

In the case of an Application for Consent as made under Section 53 of the Planning Act, R.S.O. 1990, as amended, as it affects the property located on the:

southwest corner of Gobles Road and Township Road 2, municipally known as 855145 Gobles Road, Pt Lot 19, Concession 1, Township of Blandford-Blenheim, formerly Blenheim.

CONDITIONS:

1. *The lot to be severed and the parcel to be retained be appropriately re-zoned.*
2. *The lot to be severed by Application #B-81/03 be stamped and registered prior to the completion of Application #B-80/03, and a copy of the registered deed be presented to the Secretary-Treasurer of the Land Division Committee.*
3. *If required, drainage assessment re-apportionment be undertaken pursuant to Section 65 of the Drainage Act, R.S.O. 1990, at the applicant's expense, to the satisfaction of the Township of Blandford-Blenheim.*
4. *The applicant enter a standard Severance Agreement with the Township of Blandford-Blenheim, to the satisfaction of the Township. The agreement shall include, but not be limited to, the following:*
 - a) *a requirement to provide a detailed lot grading for the lot to be severed;*
 - b) *a requirement to provide the design of the septic system on the lot to be severed;*
 - c) *a requirement to provide the location of proposed private wells and possible building envelopes on the residential lot;*
 - d) *a requirement to provide location of existing private wells within 50 metres of adjacent lands;*
 - e) *that the above-noted items (a) to (d) inclusive shall be prepared and approved by a professional engineer;*
 - f) *a requirement to provide evidence that the lot to be severed can provide a natural supply of water which meets or exceeds the health parameters of the Ontario Drinking Water Standards; and,*
 - g) *a requirement for the submission of a tree preservation plan for the new lot, to be prepared by a qualified person having knowledge of such matters, and indicating measures to protect larger specimen trees and the overall protection of the forested area during construction and site grading activities.*
5. *The Clerk of the Township of Blandford-Blenheim advise the Secretary-Treasurer of the Land Division Committee that all requirements of the Township, financial, services, and otherwise have been complied with.*
6. *All stated conditions must be satisfied pursuant to Subsection 41, of Section 53 of the Planning Act, R.S.O. 1990, as amended, within one year from the date of this Notice of Decision. If all conditions are not met within one year, this Application for Consent shall be deemed to be refused. The required instruments must be presented for clarification pursuant to Subsection 42, of Section 53 of the Planning Act, R.S.O. 1990, as amended, within one year from the date of this Notice of Decision. If the said instruments are not presented and certified within one year, the consent herein shall elapse.*

REASON:

1. *The application for consent complies with the policies of the Oxford County Official Plan.*

Dated this 4th day of December 2003.

SCHEDULE "C"

C.1 DRAINAGE

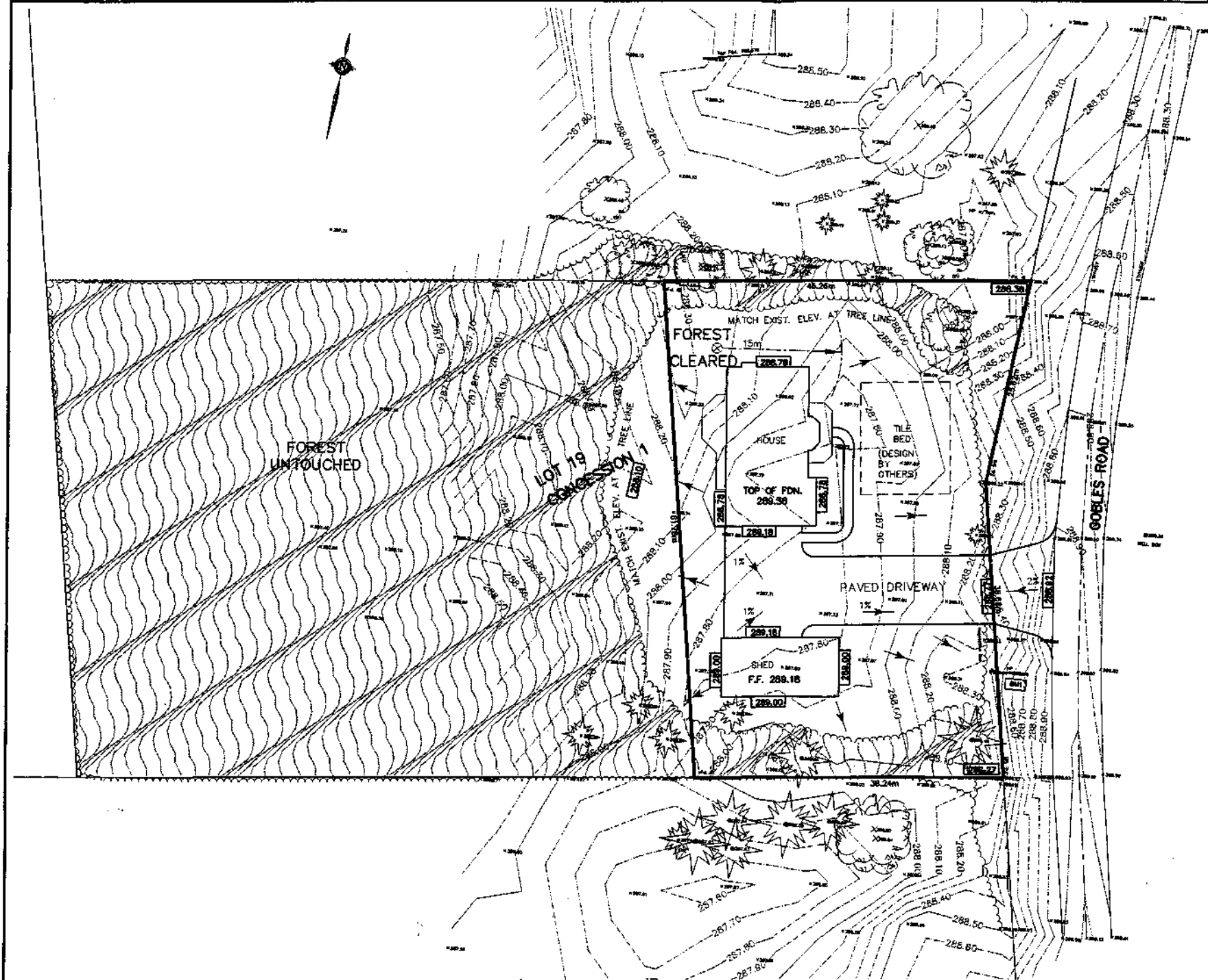
- a) Road Ditches
 - Existing road ditch to be maintained.
- b) Roof Drainage
 - Roof Drainage shall discharge onto the surface.
- c) Foundation Drainage
 - Sump Pump, pumped over foundation wall and discharged to surface.

C.2 DRIVEWAY

- a) Dimensions
 - The minimum width shall be 3.5m and the maximum width is to be 6.0m.
- b) Culvert
 - Not required
- c) Materials
 - 250mm minimum Granular A.
 - 50 mm minimum of HL3 asphalt or driveway paving stones, or 150mm of reinforced concrete.

C.3 TREE PRESERVATION PLAN

The owner or lot purchaser shall ensure that no work is done within the forest area marked as Forest Untouched on the approved plan. A Tree Preservation Plan for the building site located on Part 2 on Reference Plan 41R-7355 shall be prepared by a qualified person having knowledge of such matters, and indicate measures to protect larger specimen trees and overall protection of the forested area during construction and site grading activities.



GENERAL NOTES

- 1. THIS IS THE APPROVED PLAN IN ACCORDANCE WITH THE AGREEMENT. IT MAY BE CONSIDERED THE SITE SPECIFIC PLAN AS REQUIRED BY THE AGREEMENT PROVIDED THAT THE LOT IS DEVELOPED IN ACCORDANCE WITH THIS PLAN.
- 2. ELEVATIONS SHOWN ON THIS PLAN FOR FINISHED GRADES SHALL BE MAINTAINED
- 3. LOCATION OF HOUSE MAY VARY WITHIN THE LIMITS SET BY THE ZONING BYLAW AND PROVIDED THAT THE OVERALL DRAINAGE SCHEME IS MAINTAINED.
- 4. THE OWNER OR LOT PURCHASER SHALL ENSURE THAT ALL SERVICES ARE INSTALLED IN ACCORDANCE TO THE COUNTY AND TOWNSHIP STANDARDS AND THAT ALL ELEVATION SHALL SUIT THE HOUSE PRIOR TO CONSTRUCTION.
- 5. THE OWNER OR LOT PURCHASER SHALL ENSURE THAT NO TREE REMOVAL OCCURS INSIDE OF THE UNTOUCHED FOREST AREA.

BM#1 NAIL IN E/S OF H.P., WESTSIDE GOBLES ROAD
APPROX. 13m NORTH OF S.E. CORNER OF SITE
ELEV 288.78

LEGEND

- T.F. DENOTES TOP OF FOUNDATION
- 306.00 EXISTING GRADE
- EXISTING GROUND CONTOUR ELEVATION
- 305.00 PROPOSED GRADE
- MATCH EST. 305.8 MATCH EXISTING GROUND ELEVATION AT PROPERTY LINE EST = ESTIMATED
- DIRECTION OF SURFACE FLOW
- PROPOSED SURFACE SWALE
- LOCATION OF PUMP DISCHARGE
- WATER SERVICE
- SANITARY SEWER SERVICE

APPROVED BY: 
TOWNSHIP ENGINEER

No. REVISION		DATE	DESIGNED BY: K.B.	SCALE 1 : 500 2.5m 0 5m	 	DEMAREST SEVERANCE		TOWNSHIP OF BLANDFORD - BLENHEIM	COUNTY OF OXFORD	 K. SMART ASSOCIATES LIMITED CONSULTING ENGINEERS AND PLANNERS KITCHENER ENGLEHART SUDBURY	JOB NUMBER 04-099
			CHECKED BY: D.A.H.			DATE May 20, 2004					
			DRAWN BY: K.B.			DRAWING NUMBER					
			CHECKED BY: D.A.H.								
			FIELD BOOK:								
						SITE PLAN - PART LOT 19, CONCESSION 1					

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM
BY-LAW NUMBER 1445-2004

Being a By-law to amend By-law Number 506-83, as amended, being a By-law to appoint certain municipal officials.

WHEREAS Section 8 of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, provides that Councils of all municipalities have the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Act.

AND WHEREAS the municipality has several employees, officers and servants employed to provide services for the Council and residents of the municipality.

AND WHEREAS Resolution No. 14, was enacted on May 5th, 2004 that adopted a new Role Description of Road Supervisor for Mr. Gordon Gillespie who previously served as a Road Worker as well as the part-time position of Road Foreman, Full-time/Part-time.

AND WHEREAS Mr. William Vance retired from his Road Manager position effective July 23rd, 2004.

AND WHEREAS Mr. Gary Crandall accepted Council's offer of employment to serve as the Road Manager for the municipality with duties to commence on August 3rd, 2004.

AND WHEREAS the Municipal Council of the Corporation of the Township of Blandford-Blenheim deems it advisable to amend By-law Number 506-83, as amended, to reflect changes with recent municipal official appointments.

AND WHEREAS Council deems it advisable to continue appointing employees by By-law who serve as Department Heads, or in the absence of the Department Head, in the municipality.

NOW THEREFORE the Council of The Corporation of the Township of Blandford-Blenheim enacts as follows:

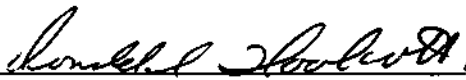
1. That Section 6 of By-law Number 506-83, as amended, is hereby deleted and the following sections are hereby substituted.
 - 1.1 "Section 6.1" That Gary Crandall is hereby appointed as Road Manager for the municipality effective August 3, 2004.

By-law Number **1445-2004** Cont'd.:

- 1.2 "Section 6.2" That Gordon Gillespie is hereby appointed as Road Supervisor for the municipality effective May 5th, 2004.
2. That a portion of Section 7.2 of By-law Number 506-83, as amended, is hereby amended by deleting the term Road Foreman, Full-time/Part-Time and Road Worker and the following role descriptions are hereby substituted.
 - 2.1 Road Supervisor - Number 031
Equipment Operator/Labourer - Number 032
3. The terms of this By-law shall take effect upon enactment.

By-law **READ** a **FIRST** and **SECOND** time this 4th day of August, 2004.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 4th day of August, 2004.


Donald S. Woolcott, Mayor

(SEAL)


Keith Reibling, Clerk-Administrator

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM
BY-LAW NUMBER 1446-2004

Being a By-law to amend the assessment schedules based on actual costs incurred for constructing the Schultz Drain Improvement 2003.

WHEREAS By-law Number 1409-2003 enacted the 3rd day of December 2003, provided for the construction of the Schultz Drain Improvement Drain Improvement 2003, based on the estimates contained in a drainage report dated July 21, 2003, as submitted by Paul Elston, P.Eng., from the firm of R.J. Burnside & Associates Ltd.

The Drainage Works were completed as per the Engineer's Report, and the total actual costs to construct the Drainage Works were \$37,523.90. The Engineer's Estimated Costs to construct the Drainage Works was \$35,300.00. The Actual cost to construct the Drainage Works was over the Estimated Costs by a sum of \$2,223.90 or 106.3% of the Engineer's Estimate.

The Drainage Act, R.S.O. 1990, Section 62 and amendments thereto, empowers Council to amend assessment schedules to provide proper contributions towards the drainage works based on actual costs on a pro-rata basis according to the assessments in the original estimate.

THEREFORE, Be it Enacted by the Municipal Council of The Corporation of the Township of Blandford-Blenheim:

SCHEDULE "A"


CONCESSION	PARCEL OF LAND OR PART THEREOF	TOTAL AMOUNT ASSESSED	ACTUAL COSTS
3	Pt. 18 (Llodyn Farms)	\$ 18,117.00	\$ 19,258.37
3	Pt. 17 & 18 (James Graham)	\$ 2,456.00	\$ 2,610.73
3	Pt. 18 (Robert & Barb Graham)	\$ 74.00	\$ 78.66
4	Pt. 17 (Mary Ellen, Kenneth & John Edgar)	\$ 5,397.00	\$ 5,737.01
4	Pt. 17 (Charles & Audrey Schultz)	\$ 5,496.00	\$ 5,842.25
4	Pt. 18 (Harry & Donna Magee)	\$ 1,405.00	\$ 1,493.52
4	Pt. 18 (Gordon & Susan Chaisson)	\$ 246.00	\$ 261.50
SUB-TOTAL		\$ 33,191.00	\$ 35,282.04
Roads of Municipality- Township Road 4		\$ 2,109.00	\$ 2,241.86
TOTAL ASSESSMENT - TOWNSHIP		\$ 35,300.00	\$ 37,523.90


2. The appropriate grants and allowances shall be deducted from the actual costs before sending the NET ASSESSMENT to the individual property owners.

By-law **READ** a **FIRST** and **SECOND** time this 18th day of August, 2004.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 18th day of August, 2004.

(SEAL)


Donald S. Woolcott, Mayor


Maureen Simmons, Deputy Clerk

Document General

Form 4 — Land Registration Reform Act

D

<p style="text-align: center; font-size: 1.2em;">479408</p> <p>Number..... CERTIFICATE OF REGISTRATION REGISTERED</p> <p style="text-align: center; font-size: 1.1em;">2004 -09- 02</p> <p>at..... Land Registry Office No. 41 <i>Max Breen</i> Land Registrar</p> <p>New Property Identifiers Additional: See Schedule <input type="checkbox"/></p> <p>Executions Additional: See Schedule <input type="checkbox"/></p>	<p>(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/></p>	<p>(2) Page 1 of 3 pages</p>
	<p>(3) Property Identifier(s) Block Property Part of 00289 0180 (R) Additional: See Schedule <input type="checkbox"/></p>	
	<p>(4) Nature of Document By-law Number 1447-2004</p>	
	<p>(5) Consideration —nil— Dollars \$</p>	
	<p>(6) Description In the Township of Blandford-Blenheim, former Township of Blenheim, in the County of Oxford, being composed of Part of Duke Street shown as Railway Street on Registered Plan No. 199, and Part of Lot 12, Concession 7, more particularly described as PARTS 1, 2, 3 and 4 on Reference Plan 41R-7458,</p>	
<p>(7) This Document Contains: (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: <input type="checkbox"/> Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/></p>		

(8) This Document provides as follows:

See Township of Blandford-Blenheim By-law Number 1447-2004 attached.

Continued on Schedule ☐

(9) This Document relates to instrument number(s)
Instrument No. 408430 and Railway Street, according to Registered Plan 199

(10) Party(ies) (Set out Status or Interest)	Signature(s)	Date of Signature						
<p>Name(s) THE CORPORATION OF THE TOWNSHIP</p> <p>OF BLANDFORD-BLENHEIM (the "Township")</p> <p>by its Clerk-Administrator Keith Reibling</p>		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>Y</th> <th>M</th> <th>D</th> </tr> <tr> <td>2004</td> <td>09</td> <td>01</td> </tr> </table>	Y	M	D	2004	09	01
Y	M	D						
2004	09	01						

(11) Address for Service 47 Wilmot Street South, Drumbo, Ontario. N0J 1G0

(12) Party(ies) (Set out Status or Interest)	Signature(s)	Date of Signature						
<p>Name(s)</p>		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>Y</th> <th>M</th> <th>D</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	Y	M	D			
Y	M	D						

(13) Address for Service

<p>(14) Municipal Address of Property Vacant Land Drumbo, Ontario.</p>	<p>(15) Document Prepared by: Keith Reibling, Clerk-Administrator, Township of Blandford-Blenheim, 47 Wilmot Street South, Drumbo, Ontario. N0J 1G0</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">Fees and Tax</th> </tr> <tr> <td style="width:50%;">Registration Fee</td> <td style="width:50%; text-align: center;">60</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td>Total</td> <td style="text-align: center;">60</td> </tr> </table>	Fees and Tax		Registration Fee	60					Total	60
Fees and Tax												
Registration Fee	60											
Total	60											

FOR OFFICE USE ONLY

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM
BY-LAW NUMBER 1447-2004

Being a By-law to provide for the transfer of jurisdiction for a portion of Duke Street to the County of Oxford road system (Oxford Road 29) and the sale of a portion of Duke Street shown as Railway Street on Registered Plan 199 and Part of Lot 12, Concession 7 (former Blenheim) to abutting property owners.

WHEREAS Section 8 of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, provides that Councils of all municipalities have the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Act.

AND WHEREAS Section 268 of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, provides the conditions and procedures to follow when selling lands owned by the municipality.

AND WHEREAS Resolution Number 9 was enacted on June 2nd, 2004, by the Council of the Corporation of the Township of Blandford-Blenheim agreeing to the request of an abutting property owner to stop up, close and transfer (sell) a portion of Duke (Railway) Street in Drumbo being surplus to the needs of the municipality.

AND WHEREAS Resolution Number 10 enacted on June 2nd, 2004, by the Council of the Corporation of the Township of Blandford-Blenheim declared Part of Lot 12, Concession 7 (former Blenheim) being a vacant parcel of former CNR property, as surplus to the needs of the Township.

AND WHEREAS a portion of Duke Street, formerly Railway Street according to Registered Plan 199 is required by the County of Oxford for widening of the existing Oxford Road 29 right-of-way also known as Oxford Street according to Registered Plan 199.

AND WHEREAS the lands known as a portion of Duke Street, previously described as Part 20, according to Reference Plan 41R-5711 are now described as Parts 1, 2 and 4 according to Reference Plan 41R-7458.

AND WHEREAS the lands known as a vacant parcel of former CNR property, previously described as Part 19, according to Reference Plan 41R-5711 are now described as Part 3 according to Reference Plan 41R-7458.

NOW THEREFORE the Council of the Corporation of the Township of Blandford-Blenheim enacts as follows:

1. That the value of the land zoned Residential Type 1 (R1) be established at the base minimum price of \$.50 per square foot.
2. That the Mayor and Clerk-Administrator of the Corporation of the Township of Blandford-Blenheim be and are hereby authorized to execute a Deed to Ronald Wayne Helmuth and Diane Kay Helmuth, for Part of Duke Street, formerly Railway Street according to Registered Plan 199, now designated as PART 1 on Reference Plan 41R-7458, for the sum of Three Hundred and Twenty-Eight (\$328.00) DOLLARS.

By-law Number **1447-2004** Cont'd.

3. That the Mayor and Clerk-Administrator of the Corporation of the Township of Blandford-Blenheim be and are hereby authorized to execute a Deed to Thomas James Cardy, for Part of Duke Street formerly Railway Street according to Registered Plan 199 and Part of Lot 12, Concession 7 (former Blenheim), now designated as PARTS 2 and 3 on Reference Plan 41R-7458, for the sum of One Thousand Two Hundred and Twenty-Three (\$1,223.00) DOLLARS.
4. That the Mayor and Clerk-Administrator of the Corporation of the Township of Blandford-Blenheim be and are hereby authorized to execute a Deed to Dorothy Yvonne Cardy, for Part of Duke Street formerly Railway Street according to Registered Plan 199, now designated as PART 4 on Reference Plan 41R-7458, for the sum of Seventy (\$70.00) DOLLARS.
5. That a portion of Duke Street, formerly Railway Street according to Registered Plan 199, more particularly described as PART 5 on Reference Plan 41R-5711 shall now be known as Oxford Street and considered part of the required road widening of Oxford Road 29 by the County of Oxford.
6. That the property owners described in Sections 2, 3 and 4 shall be responsible for the costs associated with the survey, legal and street closing on the lands described herein.

READ a **FIRST** and **SECOND** time this 1st day of September, 2004.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 1st day of September, 2004.


Donald S. Woolcott, Mayor

(SEAL)


Keith Reibling, Clerk-Administrator

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM
BY-LAW NUMBER 1448-2004

Being a By-law to establish development charges for the Corporation of the Township of Blandford-Blenheim.

WHEREAS Subsection 2(1) of the *Development Charges Act, 1997* c. 27 (hereinafter called "the Act") provides that the Council of a municipality may pass by-laws for the imposition of development charges against land for increased capital costs required because of the need for services arising from development in the area to which the by-law applies;

AND WHEREAS the Council of The Corporation of the Township of Blandford-Blenheim ("Township of Blandford-Blenheim") has given Notice in accordance with Section 12 of the *Development Charges Act, 1997*, of its intention to pass a by-law under Section 2 of the said Act;

AND WHEREAS the Council of the Township of Blandford-Blenheim has heard all persons who applied to be heard no matter whether in objection to, or in support of, the development charge proposal at public meetings held on June 16, 2004 and August 18, 2004;

AND WHEREAS the Council of the Township of Blandford-Blenheim had before it a report entitled Development Charge Background Study dated May, 2004 prepared by HEMSON Consulting Ltd., as well as a supplementary report entitled Impact on Proposed Development Charges from Farm Building Inclusion dated July 16, 2004 also prepared by HEMSON Consulting Ltd. wherein it is indicated that the development of any land within the Township of Blandford-Blenheim will increase the need for services as defined herein;

AND WHEREAS the Council of the Township of Blandford-Blenheim on September 1st, 2004, approved the applicable Development Charge Background Study, dated May 2004, and the supplementary report dated July 16th, 2004, in which certain recommendations were made relating to the establishment of a development charge policy for the Township of Blandford-Blenheim pursuant to the *Development Charges Act, 1997*.

NOW THEREFORE the Council of the Township of Blandford-Blenheim enacts as follows:

DEFINITIONS

1. In this by-law,
 - (1) "Act" means the *Development Charges Act, 1997, S.O. 1997, chap. 27*;
 - (2) "Administration Service" means any and all studies carried out by the municipality which are with respect to eligible services for which a development charge by-law may be imposed under the *Development Charges Act, 1997*.
 - (3) "Apartment dwelling" means a dwelling of two or more storeys containing three or more dwelling units sharing a common hall or halls and a common entrance at street level or above the first floor;
 - (4) "Bedroom" means a habitable room larger than seven square metres, including a den, study, or other similar area, but does not include a living room, dining room or kitchen;

By-law Number **1448-2004** Cont'd.

- (5) "Board of education" means a board as defined in the Education Act, R.S.O. 1990, Chap. E.2, Section 1(1), as amended;
- (6) "Building Code Act" means the *Building Code Act*, S.O. 1992, Chapter 23, as amended;
- (7) "Capital cost" means costs incurred or proposed to be incurred by the municipality or a local board thereof directly or by others on behalf of, and as authorized by, the municipality or local board,
 - (a) to acquire land or an interest in land, including a leasehold interest;
 - (b) to improve land;
 - (c) to acquire, lease, construct or improve buildings and structures;
 - (d) to acquire, lease, construct or improve facilities including,
 - (i) rolling stock with an estimated useful life of seven years or more,
 - (ii) furniture and equipment, other than computer equipment, and
 - (iii) materials acquired for circulation, reference or information purposes by a library board as defined in the *Public Libraries Act*, R.S.O. 1990, Chap. P.44, as amended; and
 - (e) to undertake studies in connection with any of the matters referred to in clauses (a) to (d);
 - (f) to complete the development charge background study under Section 10 of the Act;
 - (g) interest on money borrowed to pay for costs in (a) to (d);required for provision of services designated in this by-law within or outside the municipality.
- (8) "Council" means the Council of The Corporation of the Township of Blandford-Blenheim.
- (9) "Development" means any activity or proposed activity in respect of land that requires one or more of the actions referred to in section 7 of this by-law and including the redevelopment of land or the redevelopment, expansion, extension or alteration of a use, building or structure except interior alterations to an existing building or structure which do not change or intensify the use of land;
- (10) "Development charge" means a charge imposed pursuant to this By-law;
- (11) "Dwelling unit" means a room or suite of rooms used, or designed or intended for use by, one person or persons living together, in which culinary and sanitary facilities are provided for the exclusive use of such person or persons;

By-law Number 1448-2004 Cont'd.

- (12) "Farm building" means a building or structure actually used as part of or in connection with a bona fide farming operation and includes barns, silos and other buildings or structures ancillary to a bona fide farming operation, but excluding a residential use;
- (13) "Grade" means the average level of finished ground adjoining a building or structure at all exterior walls;
- (14) "Gross floor area" means the aggregate of the horizontal areas of each floor whether any such floor is above or below grade, measured between the exterior faces of the exterior walls of the building or structure at the level of each floor excluding any part of the building or structure which is used for the storage or parking of motor vehicles;
- (15) "Local board" means a public library board, local board of health, or any other board, commission, committee or body or local authority established or exercising any power or authority under any general or special Act with respect to any of the affairs or purposes of the municipality or any part or parts thereof;
- (16) "Local services" means those services or facilities which are under the jurisdiction of the municipality and are related to a plan of subdivision or within the area to which the plan relates, required as a condition of approval under s.51 of the *Planning Act*, or as a condition of approval under s.53 of the *Planning Act*;
- (17) "Multiple dwelling" means all dwellings other than single detached dwellings, semi-detached dwellings, and apartment dwellings;
- (18) "Municipality" means The Corporation of the Township of Blandford-Blenheim;
- (19) "Non-residential uses" means a building or structure used for other than a residential use;
- (20) "Official plan" means the Official Plan of the County of Oxford and any amendments thereto;
- (21) "Owner" means the owner of land or a person who has made application for an approval for the development of land upon which a development charge is imposed;
- (22) "Planning Act" means the *Planning Act*, R.S.O. 1990, Chap. P.13, as amended;
- (23) "Regulation" means any regulation made pursuant to the Act;
- (24) "Residential uses" means lands, buildings or structures or portions thereof used, or designed or intended for use as a home or residence of one or more individuals, and shall include a single detached dwelling, a semi-detached dwelling, a multiple dwelling, an apartment dwelling, and the residential portion of a mixed-use building or structure.
- (25) "Semi-detached dwelling" means a building divided vertically into two dwelling units each of which has a separate entrance and access to grade;
- (26) "Services" means services set out in Schedule "A" to this By-law;
- (27) "Single detached dwelling" means a completely detached building containing only one dwelling unit.

CALCULATION OF DEVELOPMENT CHARGES

2. (1) Subject to the provisions of this By-law, development charges against land shall be imposed, calculated and collected in accordance with the base rates set out in Schedule "B", which relate to the services set out in Schedule "A".
- (2) The development charge with respect to the use of any land, buildings or structures shall be calculated as the sum of the product of the number of dwelling units of each type multiplied by the corresponding total amount for such dwelling unit type, as set out in Schedule "B";
- (3) Council hereby determines that the development or redevelopment of land, buildings or structures for residential uses will require the provision, enlargement or expansion of the services referenced in Schedule "A".

PHASE-IN OF DEVELOPMENT CHARGES

3. The development charges imposed pursuant to this by-law are not being phased-in and are payable in full, subject to the exemptions herein, from the effective date of this by-law.

APPLICABLE LANDS

4. (1) Subject to Sections 5 and 6, this by-law applies to all lands in the municipality, whether or not the land or use is exempt from taxation under Section 3 of the *Assessment Act*, R.S.O. 1990, Chap. A.31, as amended.
- (2) This by-law shall not apply to land that is owned by and used for the purposes of:
 - (a) a board of education;
 - (b) any municipality or local board thereof;
 - (c) place of worship exempt under Section 3 of the *Assessment Act*;
 - (d) a public hospital under the *Public Hospitals Act*.
- (3) This by-law shall not apply to:
 - (a) non-residential uses as defined herein.
 - (b) farm buildings as defined herein;

RULES WITH RESPECT TO EXEMPTIONS FOR INTENSIFICATION OF EXISTING HOUSING

5. (1) Notwithstanding Section 4 above, no development charge shall be imposed with respect to developments or portions of developments as follows:
 - (a) the enlargement of an existing residential dwelling unit;
 - (b) the creation of one or two additional residential dwelling units in an existing single detached dwelling where the total gross floor area of each additional unit does not exceed the gross floor area of the existing dwelling unit;
 - (c) the creation of one additional dwelling unit in a semi-detached or row dwelling and any other existing residential building provided the gross floor area of the additional unit does not exceed the smallest existing dwelling unit already in the building.

By-law Number **1448-2004** Cont'd.

- (2) Notwithstanding subsection 5(1)(b), development charges shall be calculated and collected in accordance with Schedule "B" where the total residential gross floor area of the additional one or two dwelling units is greater than the total gross floor area of the existing single detached dwelling unit.
- (3) Notwithstanding subsection 5(1)(c), development charges shall be calculated and collected in accordance with Schedule "B" where the additional dwelling unit has a residential gross floor area greater than,
 - (a) in the case of semi-detached house or multiple dwelling, the gross floor area of the existing dwelling unit, and
 - (b) in the case of any other residential building, the residential gross floor area of the smallest existing dwelling unit.

DEVELOPMENT CHARGES IMPOSED

- 6. (1) Subject to subsection (2), development charges shall be calculated and collected in accordance with the provisions of this by-law and be imposed on land to be developed for residential use, where, the development requires,
 - (i) the passing of a zoning by-law or an amendment thereto under Section 34 of the *Planning Act*, R.S.O. 1990, Chap. P.13;
 - (ii) the approval of a minor variance under Section 45 of the *Planning Act*, R.S.O. 1990, Chap. P.13;
 - (iii) a conveyance of land to which a by-law passed under subsection 50(7) of the *Planning Act*, R.S.O. 1990, Chap. P.13 applies;
 - (iv) the approval of a plan of subdivision under Section 51 of the *Planning Act*, R.S.O. 1990, Chap. P.13;
 - (v) a consent under Section 53 of the *Planning Act*, R.S.O. 1990, Chap. P.13;
 - (vi) the approval of a description under Section 50 of the *Condominium Act*, R.S.O. 1990, Chap. C.26; or
 - (vii) the issuing of a permit under the *Building Code Act*, in relation to a building or structure.
- (2) Subsection (1) shall not apply in respect to
 - (a) local services installed or paid for by the owner within a plan of subdivision or within the area to which the plan relates, as a condition of approval under Section 51 of the *Planning Act*;
 - (b) local services installed or paid for by the owner applying for a consent as a condition of approval under Section 53 of the *Planning Act*.

By-law Number **1448-2004** Cont'd.

LOCAL SERVICE INSTALLATION

7. Nothing in this by-law prevents Council from requiring, as a condition of an agreement under Sections 51 or 53 of the *Planning Act*, that the owner, at his or her own expense, shall install or pay for such local services, within the Plan of Subdivision or within the area to which the plan relates, as Council may require.

MULTIPLE CHARGES

8. (1) Where two or more of the actions described in subsection 6(1) are required before land to which a development charge applies can be developed, only one development charge shall be calculated and collected in accordance with the provisions of this by-law.
- (2) Notwithstanding subsection (1), if two or more of the actions described in subsection 6(1) occur at different times, and if the subsequent action has the effect of increasing the need for municipal services as set out in Schedule "A", an additional development charge on the additional residential units shall be calculated and collected in accordance with the provisions of this by-law.

SERVICES IN LIEU

9. (1) Council may authorize an owner, through an agreement under Section 38 of the Act, to substitute such part of the development charge applicable to the owner's development as may be specified in the agreement, by the provision at the sole expense of the owner, of services in lieu. Such agreement shall further specify that where the owner provides services in lieu in accordance with the agreement, Council shall give to the owner a credit against the development charge in accordance with the agreement provisions and the provisions of Section 39 of the Act, equal to the reasonable cost to the owner of providing the services in lieu. In no case shall the agreement provide for a credit which exceeds the total development charge payable by an owner to the municipality in respect of the development to which the agreement relates.
- (2) In any agreement under section 9(1), Council may also give a further credit to the owner equal to the reasonable cost of providing services in addition to, or of a greater size or capacity, than would be required under this by-law.
- (3) The credit provided for in section 9(2) shall not be charged to any development charge reserve fund.

RULES WITH RESPECT TO RE-DEVELOPMENT

10. In the case of the demolition of all or part of a residential building, a non-residential building or a farm building or structure:
- (1) a credit shall be allowed, provided that the land was improved by occupied structures within a five year period prior to the issuance of a building permit, and the building permit has been issued for the development or redevelopment within five years from the date the demolition permit was issued or the building or structure was removed in accordance with the municipality's assessment roll records; and
- (2) if a development or redevelopment involves the demolition of and replacement of a building or structure, or the conversion of one principal use to another, a credit shall be allowed equivalent to:

By-law Number **1448-2004** Cont'd.

- (a) the number of dwelling units demolished/converted multiplied by the applicable residential development charge in place at the time the development charge is payable, and/or
 - (b) the gross floor area of the building demolished/converted multiplied by the current non-residential development charge in place at the time the development charge is payable.
- 11. A credit can, in no case, exceed the amount of the development charge that would otherwise be payable, and no credit is available if the existing land use is exempt under this by-law.

TIMING OF CALCULATION AND PAYMENT

- 12.
 - (1) Development charges shall be calculated and payable in full in money or by provision of services as may be agreed upon, or by credit granted under the Act, on the date that the first building permit is issued in relation to a building or structure on land to which a development charge applies.
 - (2) Where development charges apply to land in relation to which a building permit is required, the building permit shall not be issued until the development charge has been paid in full.

RESERVE FUNDS

- 13.
 - (1) Monies received from the payment of development charges under this by-law shall be categorized in accordance with Section 7 of the Act and maintained in separate reserve funds categorized as follows: general government, fire services, joint police services and roadways.
 - (2) Monies received from the payment of development charges shall be used only in accordance with the provisions of Section 35 of the Act.
 - (3) Council directs the Municipal Treasurer to divide the reserve funds created hereunder into separate subaccounts in accordance with the service subcategories set out in Schedule "A" to which the development charge payments shall be credited in accordance with the amounts shown, plus interest earned thereon.
 - (4) Where any development charge, or part thereof, remains unpaid after the due date, the amount unpaid shall be added to the tax roll and shall be collected as taxes.
 - (5) Where any unpaid development charges are collected as taxes under subsection (4), the monies so collected shall be credited to the development charge reserve funds referred to in subsection (1).
 - (6) The Treasurer of the Municipality shall, in each year commencing in 2005 for the 2004 year, furnish to Council a statement in respect of the reserve funds established hereunder for the prior year, containing the information set out in Section 12 of O.Reg. 82/98, as amended.

BY-LAW AMENDMENT OR APPEAL

- 14.
 - (1) Where this by-law or any development charge prescribed thereunder is amended or repealed either by order of the Ontario Municipal Board or by resolution of the Municipal Council, the Municipal Treasurer shall calculate forthwith the amount of any overpayment to be refunded as a result of said amendment or repeal.

By-law Number **1448-2004** Cont'd.

- (2) Refunds that are required to be paid under subsection (1) shall be paid with interest to be calculated as follows:
 - (a) Interest shall be calculated from the date on which the over-payment was collected to the date on which the refund is paid;
 - (b) the Bank of Canada interest rate in effect on the date of enactment of this by-law shall be used.
- (3) Refunds that are required to be paid under subsection (1) shall include the interest owed under this section.

BY-LAW INDEXING

- 15. The development charges set out in Schedule "B" to this by-law shall be adjusted annually on April 1 of each year, without amendment to this by-law, in accordance with the most recent twelve month change in the Statistics Canada Quarterly, "Construction Price Statistics".

SEVERABILITY

- 16. In the event any provision, or part thereof, of this by-law is found by a court of competent jurisdiction to be ultra vires, such provision, or part thereof, shall be deemed to be severed, and the remaining portion of such provision and all other provisions of this by-law shall remain in full force and effect.

HEADINGS FOR REFERENCE ONLY

- 17. The headings inserted in this by-law are for convenience of reference only and shall not affect the construction of interpretation of this by-law.

BY-LAW REGISTRATION

- 18. A certified copy of this by-law may be registered on title to any land to which this by-law applies.

BY-LAW ADMINISTRATION

- 19. This by-law shall be administered by the Municipal Treasurer.

SCHEDULES TO THE BY-LAW

- 20. The following Schedules to this by-law form an integral part of this by-law:

Schedule A	-	Schedule of Municipal Services
Schedule B	-	Schedule of Development Charges

DATE BY-LAW EFFECTIVE

- 21. This By-law shall come into force and effect on September 1st, 2004.

EXISTING BY-LAW REPEAL

- 22. By-law Number 1280-99, enacted the 1st day of September, 1999, is hereby expired as of August 31st, 2004 in accordance with Section 9 of the Act.

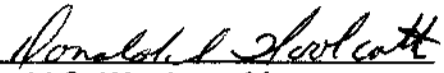
SHORT TITLE

- 23. This by-law may be cited as the "Township of Blandford-Blenheim Development Charge By-law, 2004."

By-law Number 1448-2004 Cont'd.

By-law **READ** a **FIRST** and **SECOND** time this 1st day of September, 2004.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 1st
day of September, 2004.


Donald S. Woolcott, Mayor

(SEAL)


Keith Reibling, Clerk-Administrator

TOWNSHIP OF BLANDFORD-BLENHEIM

SCHEDULE "A"

TO BY-LAW NUMBER 1448-2004

DESIGNATED MUNICIPAL SERVICES UNDER THIS BY-LAW

1. General Government
2. Fire Services
3. Joint Police Services
4. Roadways

TOWNSHIP OF BLANDFORD-BLENHEIM

SCHEDULE "B"

BY-LAW NUMBER 1448-2004

SCHEDULE OF DEVELOPMENT CHARGES

Residential Development Charges:

Service	Single and Semi-detached	Other Multiples	Apartments 2+ Bedrooms	Apartments Bachelor & 1 Bedroom
General Government	\$89.	\$62.	\$44.	\$33.
Fire Services	\$433.	\$302.	\$210.	\$157.
Joint Police Services	\$104.	\$72.	\$50.	\$38.
Roadways	\$83.	\$58.	\$40.	\$30.
Total Charge per Unit	\$709.	\$494.	\$344.	\$258.

Non-Residential and Farm Buildings Development Charges: NOT APPLICABLE

Effective: September 1, 2004.

TOWNSHIP OF BLANDFORD-BLENHEIM

SCHEDULE "B"

BY-LAW NUMBER 1448-2004

SCHEDULE OF DEVELOPMENT CHARGES

Residential Development Charges:

Service	Single and Semi-detached	Other Multiples	Apartments 2+ Bedrooms	Apartments Bachelor & 1 Bedroom
General Government	\$93.	\$65.	\$46.	\$35.
Fire Services	\$454.	\$317.	\$220.	\$165.
Joint Police Services	\$109.	\$76.	\$52.	\$40.
Roadways	\$87.	\$61.	\$42.	\$31.
Total Charge per Unit	\$743.	\$519.	\$360.	\$271.

Non-Residential and Farm Buildings Development Charges: NOT APPLICABLE

Effective: April 1, 2005.

TOWNSHIP OF BLANDFORD-BLENHEIM

SCHEDULE "B"
By-Law Number 1448-2004

SCHEDULE OF DEVELOPMENT CHARGES

Residential Development Charges:

Service Component	\$/Residential Dwellings			
	Single Detached & Semi-Detached Dwelling Units	Other Multiples	Apartments Two Bedroom and larger	Bachelor & One Bedroom
General Government	\$97	\$68	\$48	\$37
Fire Services	\$475	\$332	\$230	\$173
Joint Police Services	\$114	\$80	\$54	\$42
Roadways	\$91	\$64	\$44	\$32
Total Charge Per Unit	\$777	\$284	\$544	\$376

Non-Residential and Farm Buildings Development Charges: NOT APPLICABLE

Effective: April 1, 2006

TOWNSHIP OF BLANDFORD-BLENHEIM

SCHEDULE "B"

By-Law Number 1448-2004

SCHEDULE OF DEVELOPMENT CHARGES

Residential Development Charges:

Service Component	\$/Residential Dwellings			
	Single Detached & Semi-Detached Dwelling Units	Other Multiples	Apartments	
			Two Bedroom and larger	Bachelor & One Bedroom
General Government	\$104	\$73	\$51	\$39
Fire Services	\$507	\$354	\$246	\$185
Joint Police Services	\$122	\$85	\$58	\$45
Roadways	\$97	\$68	\$47	\$34
Total Charge Per Unit	\$830	\$580	\$402	\$303

Non- Residential and Farm Building Development Charges: NOT APPLICABLE

Effective: April 1, 2007

TOWNSHIP OF BLANDFORD-BLENHEIM

SCHEDULE "B"

By-Law Number 1448-2004

SCHEDULE OF DEVELOPMENT CHARGES

Residential Development Charges:

Service Component	\$/Residential Dwellings			
	Single Detached & Semi-Detached Dwelling Units	Other Multiples	Apartments	
			Two Bedroom and larger	Bachelor & One Bedroom
General Government	\$110	\$77	\$54	\$41
Fire Services	\$538	\$376	\$261	\$196
Joint Police Services	\$129	\$90	\$61	\$48
Roadways	\$103	\$72	\$50	\$36
Total Charge Per Unit	\$880	\$615	\$426	\$321

Non- Residential and Farm Building Development Charges: NOT APPLICABLE

Effective: April 1, 2008

TOWNSHIP OF BLANDFORD-BLENHEIM

SCHEDULE "B"

By-Law Number 1448-2004

SCHEDULE OF DEVELOPMENT CHARGES

Residential Development Charges:

Service Component	\$/Residential Dwellings			
	Single Detached & Semi-Detached Dwelling Units	Other Multiples	Apartments	
			Two Bedroom and larger	Bachelor & One Bedroom
General Government	\$120	\$84	\$59	\$45
Fire Services	\$587	\$410	\$285	\$214
Joint Police Services	\$141	\$98	\$67	\$52
Roadways	\$112	\$79	\$55	\$39
Total Charge Per Unit	\$960	\$671	\$466	\$350

Non- Residential and Farm Building Development Charges: NOT APPLICABLE

Effective: April 15, 2009

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM
BY-LAW NUMBER 1449-2004

Being a By-law to provide for maintaining land in a clean and clear condition.

WHEREAS Part III, of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto provides as follows:

127. A local municipality may,
- (a) require the owner or occupant of land to clean and clear the land, not including buildings, or to clear refuse or debris from the land, not including buildings;
 - (b) regulate when and how matters required under clause (a) shall be done;
 - (c) prohibit the depositing of refuse or debris on land without the consent of the owner or occupant of the land; and
 - (d) define "refuse" for the purpose of this section.
131. For prohibiting and regulating the use of any land for storing used motor vehicles for the purpose of wrecking or dismantling them or salvaging parts from them for sale or disposition.

NOW THEREFORE the Council of the Township of Blandford-Blenheim enacts as follows:

Interpretation

1. In this by-law:
- (a) "By-law Enforcement Officer" means the By-law Enforcement Officer of the Township of Blandford-Blenheim or his representative;
 - (b) "Township" means the Corporation of the Township of Blandford-Blenheim.
 - (c) "County" means the Corporation of the County of Oxford;
 - (d) "Domestic Waste" means any article, thing, matter or any effluent belonging to or associated with a house or household or concerning or relating to the home or family that appears to be waste material; and for greater certainty, but not so as to restrict the generality of the foregoing terms of this clause, it is hereby declared that domestic waste extends to the following classes of waste material:
 - (i) accumulations, deposits, leavings, litter, remains, rubbish, trash;
 - (ii) refrigerators, freezers or other appliances, any attached hinges or latching, locking or other closing mechanism or device;
 - (iii) furnaces, furnace parts, pipes, fittings to pipes, water or fuel tanks.
 - (e) "Owner" means an owner, lessee or occupant of any property, grounds or yard in the Township of Blandford-Blenheim.

By-law Number **1449-2004** Cont'd.

- (f) "Waste Material" means material or effluent that, in the opinion of the By-law Enforcement Officer;
 - (i) appears to have been cast aside or discarded or abandoned;
or
 - (ii) appears to be worthless or useless or of no practical value;
or
 - (iii) appears to be used up, in whole or in part, or expended or worn out in whole or in part.
- (g) "Yard" means an area adjacent to a building or structure, located on the same lot as the building, structure or excavation, and which area is open, uncovered and unoccupied from the ground to the sky.
- (h) "Yard, Front" (Front Yard) means an area extending across the full width of the lot between the front lot line of the lot and the nearest part of any excavation, or main building or structure on the lot;
- (i) "Yard, Rear" (Rear Yard) means an area extending across the full width of the lot between the rear lot line of the lot and the nearest part of any excavation or main building or structure on the lot;
- (j) "Yard, Side" (Side Yard) means an area extending from the front yard to the rear yard and from the side lot line of the lot to the nearest part of any excavation or main building or structure on the lot;

General Provisions

- 2.
 - (1) Every owner, lessee or occupant shall keep his grounds, yard, or vacant land (located within a Residential, Mixed Use, Commercial, Industrial or Development Zone) clean and cleared up.
 - (2) For the purpose of this section, "clean or cleared up" include the cutting of weeds or grass more than 20 centimetres (8 inches) in height.
 - (3) Every yard shall be kept clean and free from rubbish or other debris and from objects including fences or conditions that may create a health, fire or accident hazard.
 - (4) Heavy undergrowth and noxious plants, including ragweed, poison ivy, poison oak, and poison sumac shall be eliminated from every yard.
 - (5) Hedges shall be kept trimmed and made to comply with any By-law of the Township in effect from time to time.
- 3.
 - (1) No person shall throw, place or deposit refuse or debris on private property without the written authority of the owner or occupant of the property.
 - (2) No person shall throw, place or deposit refuse or debris on Township property or County property without the written authority of the Township or County and where such property is occupied by a person other than the owner, without the written authority of the occupant.

By-law Number 1449-2004 Cont'd.

4. (1) Except as provided in Section 3, every owner, lessee or occupant shall keep his land free and clear of all garbage, refuse, domestic waste, industrial waste, and waste material.
- (2) No person shall use any land or structure within the Township for dumping or disposal of garbage, refuse, domestic waste, industrial waste, and waste material.
- (3) Subsections 1 and 2 do not apply to:
 - (a) land or structures used by the Township or the County used for the purpose of dumping or disposing of garbage or refuse;
 - (b) land designated by a By-law of the Township or County for the purpose of dumping or disposing of garbage or refuse.
5. No yard shall be used for the parking or storage of:
 - (a) A motor vehicle which has had part or all of its superstructure or source of motive power removed.

Notwithstanding the above, this section shall not apply to those properties commonly known as automobile wrecking yards and which operate such business under the provisions of the applicable regulations of the Township of Blandford-Blenheim Zoning By-law, as amended.

6. (1) The By-law Enforcement Officer, by notice sent by registered post served on the owner, lessee, or occupant of the land or structure, may require an owner, lessee or occupant within the time specified in the notice:
 - (a) to clean, clear or remove from the land or structure garbage, refuse or domestic or industrial waste of any kind;
 - (b) to cease using the land or structure for the dumping or disposing of garbage, refuse, or domestic or industrial waste of any kind.
- (2) Every notice sent by the By-law Enforcement Officer shall identify the land.
- (3) Every notice to an owner or lessee shall be sent to the address shown on the last revised assessment roll or to the last known address.
- (4) Every notice sent to an occupant shall be to the address of the land or to the last known address of the occupant.
7. (1) The By-law Enforcement Officer may inspect the use of any land for the purpose of determining whether:
 - (a) the land is used for dumping or disposing of garbage, refuse or domestic or industrial waste of any kind;
 - (b) the owner, lessee or occupant has complied with any notice sent by the By-law Enforcement Officer.
- (2) Every owner, lessee or occupant shall permit the By-law Enforcement Officer to inspect the land for the purpose of subsection 1.

By-law Number **1449-2004** Cont'd.


8. (1) Where any owner, lessee or occupant is in default of doing any matter or thing required to be done under this by-law, the By-law Enforcement Officer may:
- (a) clean or clear up the grounds, yard or vacant land;
 - (b) remove refuse or debris; or
 - (c) remove garbage, refuse or domestic or industrial waste.
- (2) Where any matters or things are removed in accordance with subsection 1, the matters or things may be immediately disposed of by the By-law Enforcement Officer.
- (3) The Township may recover the expense of doing a matter or thing referred to in subsection 1 by action or in like manner as municipal taxes.
9. Every person who contravenes any provision of this by-law is guilty of an offence and upon conviction is liable to a fine or penalty provided in the Provincial Offences Act.
10. The short title of this by-law is "The Clean and Clear Yard By-law".

By-law **READ** a **FIRST** and **SECOND** time this 1st day of September, 2004.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 1st day of September, 2004.


Donald S. Woolcott, Mayor

(SEAL)


Keith Reibling, Clerk-Administrator

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM
BY-LAW NUMBER 1450-2004

A By-Law to amend Zoning By-Law Number 1360-2002, as amended.

WHEREAS the Municipal Council of the Corporation of the Township of Blandford-Blenheim deems it advisable to amend By-Law Number 1360-2002, as amended.

THEREFORE, the Municipal Council of the Corporation of the Township of Blandford-Blenheim, enacts as follows:

1. That Schedule "A" to By-Law Number 1360-2002 as amended, is hereby amended by changing to A2-13 the zone symbol of the lands so designated A2-13 on Schedule "A" attached hereto.
2. That Section 7.6 to By-Law Number 1360-2002, as amended, is hereby amended by adding the following subsection at the end thereof.

"7.6.13 LOCATION: PART LOTS 11 and 12, CONCESSION 8 (BLENHEIM), A2-13

7.6.13.1 Notwithstanding any provision of this By-Law to the contrary, no person shall within any A2-13 Zone use any lot, or erect, alter or use any building or structure for any purpose except the following:

all uses permitted in Section 7.1 of this By-law.

7.6.13.2 Notwithstanding any provision of this by-law to the contrary, no person shall within any A2-13 zone use any lot, or erect, alter or use any building or structure for any purpose except in accordance with the following provisions:

7.6.13.2.1 LOT FRONTAGE

Minimum	As existing on the date of passage of this By-law.
---------	--

7.6.13.2.2 That all provisions of the A2 Zone in Section 7.2 to this By-law, as amended, shall apply, and further that all other provisions of this By-law, as amended, that are consistent with the provisions herein contained shall continue to apply mutatis mutandis."

-
3. This By-Law comes into force in accordance with Sections 34(21) and (30) of the Planning Act, R.S.O. 1990, as amended.

READ a first and second time this 20th day of October 2004.

READ a third time and finally passed this 20th day of October, 2004.


Donald S. Woolcott, Mayor

(SEAL)

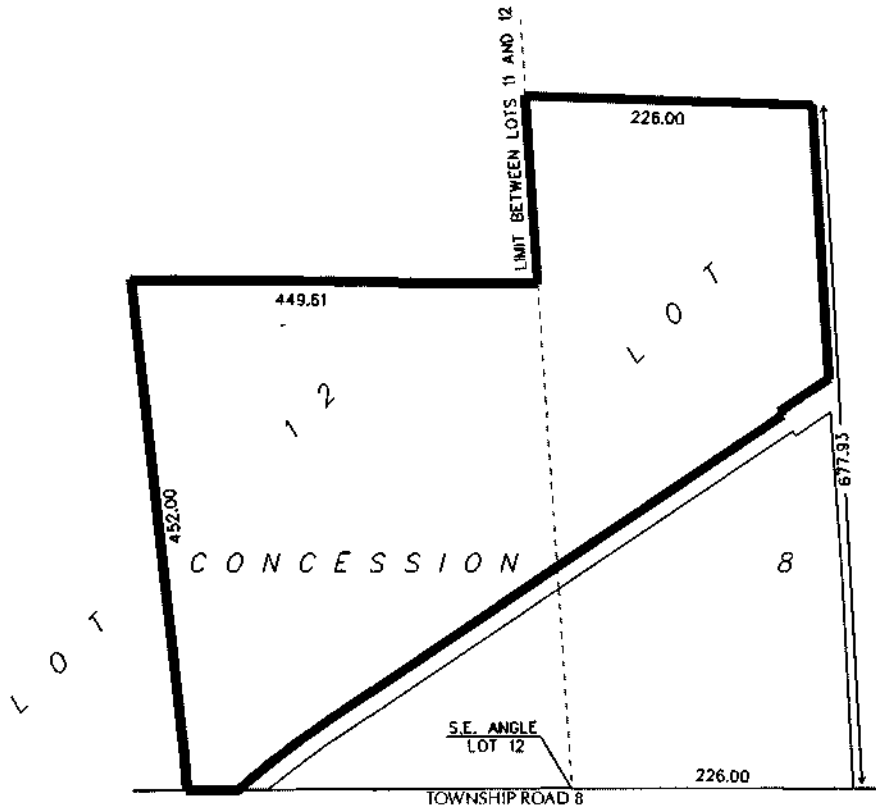

Keith Reibling, Clerk/Administrator

SCHEDULE "A"

TO BY-LAW No. 1450-2004

PART LOTS 11 AND 12, CONCESSION 8 (BLENHEIM)

TOWNSHIP OF BLANDFORD-BLENHEIM



THIS IS SCHEDULE "A"

TO BY-LAW NO. 1450-2004, PASSED

THE 20 DAY OF October, 2004



AREA OF ZONE CHANGE TO A2-13

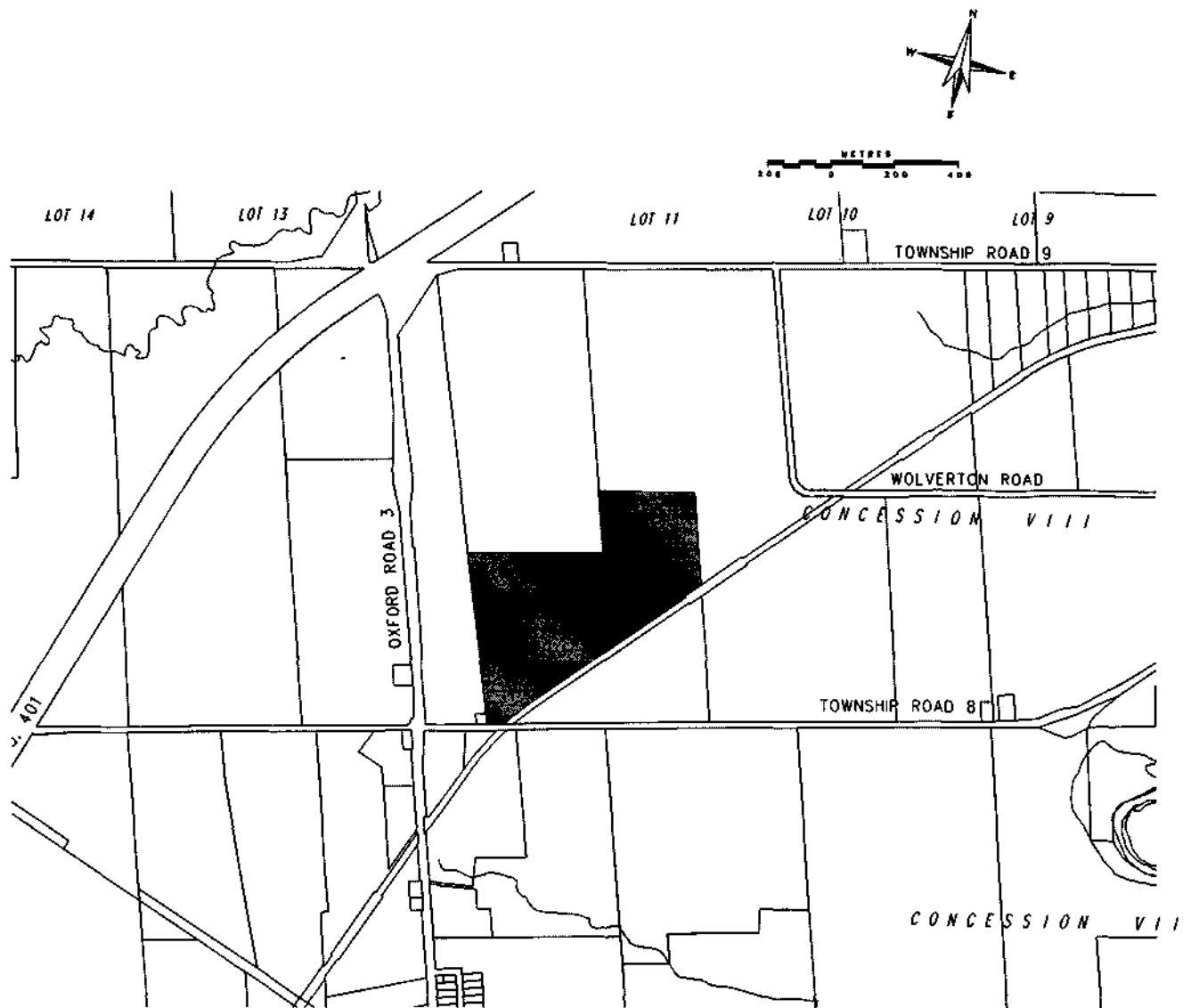
NOTE: ALL DIMENSIONS IN METRES


Oxford County
growing stronger...together
Produced By The Department of Corporate Services
GeoGraphics Information Systems
©2004

Donald S. Woolcott MAYOR

Keith Reibling CLERK

KEY MAP



 LANDS TO WHICH BY-LAW No. 1450-2004 APPLIES

ZON 1-04-3

TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1450-2004

EXPLANATORY NOTE

The purpose of By-Law Number 1450-2004 is to rezone lands located on the north side of Township Road 8, east of County Road 3, and comprising Part Lots 11 and 12, Concession 8 (Blenheim), in the Township of Blandford-Blenheim, municipally known as 827085 Township road 8, from 'General Agricultural Zone (A2)' to 'Special General Agricultural Zone (A2-13)' to allow construction of a farm building on a lot with reduced lot frontage. The subject lands are currently owned by Hendrick and Geraldine Meyer

Municipal Council, after conducting the public hearing necessary to consider any comments to the proposed change in zone designation, approved By-Law Number 1450-2004. The public hearing was held on October 20, 2004.

Any person wishing further information relative to Zoning By-Law Number 1450-2004 may contact the undersigned.

Mr. Keith Reibling
Clerk-Administrator
Township of Blandford-Blenheim
P.O. Box 100
DRUMBO, Ontario
N0J 1G0

Telephone: 463-5347

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1451-2004

A By-Law to amend Zoning By-Law Number 1360-2002, as amended.

WHEREAS the Municipal Council of the Corporation of the Township of Blandford-Blenheim deems it advisable to amend By-Law Number 1360-2002, as amended.

THEREFORE, the Municipal Council of the Corporation of the Township of Blandford-Blenheim, enacts as follows:

1. That Schedule "A" to By-Law Number 1360-2002 as amended, is hereby amended by changing to "R1" the zone symbol of the lands so designated "R1" on Schedule "A" attached hereto.
2. This By-Law comes into force in accordance with Sections 34(21) and (30) of the Planning Act, R.S.O. 1990, as amended.

READ a first and second time this 17th day of November, 2004.

READ a third time and finally passed this 17th day of November, 2004.


Donald S. Woolcott, Mayor

(SEAL)

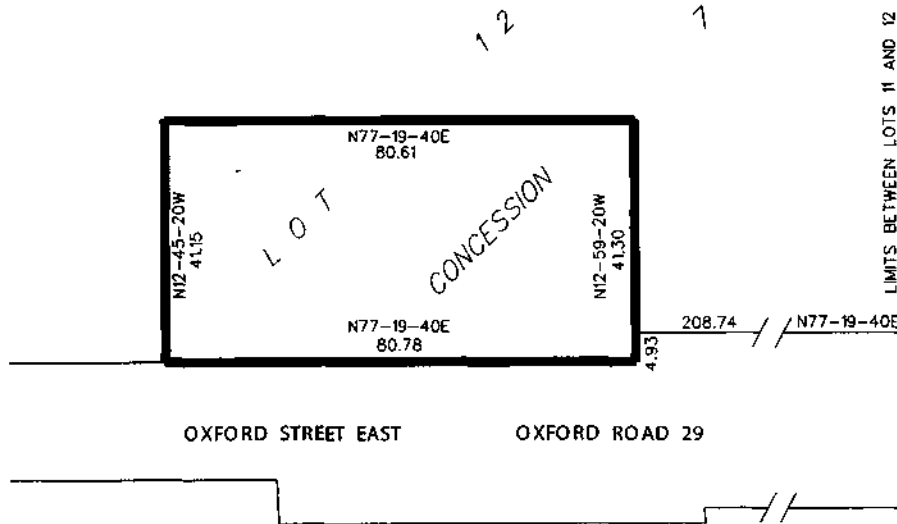

Keith Reibling, Clerk-Administrator

SCHEDULE "A"

TO BY-LAW No. 1451-2004

PART LOT 12 CONCESSION 7 (BLENHEIM)
REFERENCE PLAN 41R-229

TOWNSHIP OF BLANDFORD-BLENHEIM



THIS IS SCHEDULE "A"

TO BY-LAW No. 1451-2004, PASSED


THE 17th DAY OF November, 2004

Donald S. Woolcott

Donald S. Woolcott, MAYOR

Keith Reibling

Keith Reibling, CLERK

 AREA OF ZONE CHANGE TO R1

NOTE: ALL DIMENSIONS IN METRES

TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1451-2004

EXPLANATORY NOTE

The purpose of By-Law Number 1451-2004 is to rezone lands located on the north side of Oxford Street East (County Road 29), east of Duke Street, and comprising Part Lot 12, Concession 7 (Blenheim), in the Township of Blandford-Blenheim, municipally known as 62 and 66 Oxford Street East, Village of Drumbo from 'Special Residential Type 1 Zone (R1-2)' to 'Residential Type 1 zone (R1)' to implement the decision of the Oxford Land Division committee concerning application for consent #B-95/04. The subject lands are currently owned by Gerald and Doreen McNamara.

Municipal Council, after conducting the public hearing necessary to consider any comments to the proposed change in zone designation, approved By-Law Number 1451-2004. The public hearing was held on November 17, 2004.

Any person wishing further information relative to Zoning By-Law Number 1451-2004 may contact the undersigned.

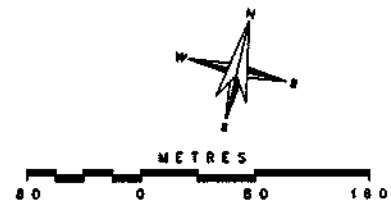
Mr. Keith Reibling
Clerk-Administrator
Township of Blandford-Blenheim
P.O. Box 100
DRUMBO, Ontario
N0J 1G0

Telephone: 463-5347

KEY MAP

CONCESSION VII

LOT 12



LANDS TO WHICH BY-LAW No. **1451-2004** APPLIES

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1452-2004

Being a By-law to authorize the execution of a subdivision agreement between The Corporation of the Township of Blandford-Blenheim and 1578651 Ontario Limited.

WHEREAS the Planning Act, R.S.O. 1990, Chapter P.13, Section 51, Subsection 6, and amendments thereto, authorizes that a municipality may enter into agreements imposed as a condition to the approval of a plan of subdivision.

AND WHEREAS Condition Number 2 of the draft plan of subdivision 32T-01004 states that the owner agrees in writing to satisfy all the requirements, financial and otherwise, of the Township of Blandford-Blenheim regarding the construction of roads, sidewalks, installation of services and drainage facilities and other matters pertaining to the development of the subdivision.

AND WHEREAS Township Council deems it desirable to enter into an Agreement with the developer to effect proper development of lands located in Part of Lot 17, Concession 13 (former Blenheim) and Block 78, according to Registered Plan 41M-141.

NOW THEREFORE, the Municipal Council of The Corporation of the Township of Blandford-Blenheim enacts as follows:


1. That the Mayor and Clerk-Administrator be authorized and they are hereby instructed to execute on behalf of The Corporation of the Township of Blandford-Blenheim an Agreement dated November 1st, 2004, for developing a subdivision located in Part of Lot 17, Concession 13 (former Blenheim), more particularly described as Parts 1, 2, 3, 4, 5 and 6 on Reference Plan 41R-6442, and Block 78, according to Registered Plan 41M-141, between The Corporation of the Township of Blandford-Blenheim and 1578651 Ontario Limited.
2. Copy of said Agreement is attached hereto.

By-law **READ** a **FIRST** and **SECOND** time this 17th day of November, 2004.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 17th day of November, 2004.

(SEAL)


Donald S. Woolcott, Mayor


Keith Reibling, Clerk-Administrator

LT102714

CERTIFICATE OF RECEIPT
OXFORD (41) WOODSTOCK

'05 APR 4 PM 1 59

M. Z. Green
LAND REGISTRAR

New Property Identifiers

Additional:
See
Schedule ☐

Executions

Additional:
See
Schedule ☐(1) Registry ☐Land Titles ☒

(2) Page 1 of 33 pages

(3) Property
Identifier(s)

Block

Property

00285-0329 (LT) and 00285-0407 (LT)

Additional:
See
Schedule ☒

(4) Nature of Document

APPLICATION TO REGISTER NOTICE OF SUBDIVISION AGREEMENT
(Section 71 of the Act)

(5) Consideration

TWO Dollars \$ 2.00

(6) Description

Firstly:

Part of Lot 17, Concession 13, designated as Parts 1, 2, 3, 4, 5 and 6 on Plan
41R-6442; Township of Blandford-Blenheim
Subject to an Easement in favour of The Bell Telephone Company of Canada over
Parts 4, 5 and 6 on Plan 41R-6442 as in A27252;
Subject to an Easement in favour of The Corporation of the Township of
Blandford-Blenheim over Parts 2 and 5 on Plan 41R-6442 as in LT53755;Secondly:
See Schedule(7) This
Document
Contains:(a) Redescription
New Easement
Plan/Sketch ☐

(b) Schedule for:

Description ☒Additional
Parties ☐Other ☒

(8) This Document provides as follows:

1578651 ONTARIO LIMITED, the registered owner of the property described in Box (6) hereof, hereby applies to have the Subdivision Agreement dated November 1, 2004, between 1578651 Ontario Limited, The Corporation of the Township of Blandford-Blenheim, The Corporation of the County of Oxford and Pacific & Western Bank of Canada, entered on the Property Register for the said property.

The evidence in support of this application consists of:

1. An executed copy of the Subdivision Agreement.

This notice is for an indetermined amount of time

Continued on Schedule ☐

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature

1578651 ONTARIO LIMITED (Registered Owner)
by its solicitors, TORKIN MANES COHEN ARBUS LLPX *Joseph Feldman*
Joseph FeldmanY M D
2004 04 01(11) Address
for Servicec/o Torkin Manes Cohen Arbus LLP, 151 Yonge Street, Suite 1500, Toronto, Ontario M5C 2W7
Attention: Joseph Feldman

(12) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature

(13) Address
for Service

(14) Municipal Address of Property

multiple

(15) Document Prepared by:

Joseph Feldman/fc
Torkin Manes Cohen Arbus LLP
151 Yonge Street
Suite 1500
Toronto, Ontario
M5C 2W7

Fees and Tax

Registration Fee

Total

18169-03

Additional Property Identifier(s) and/or Other Information**Secondly:**

Block 78, Plan 41M-141
Township of Blandford-Blenheim
County of Oxford
PIN No. 00285-0407 (LT)

Thirdly:

Block 84, Plan 41M-141
Township of Blandford-Blenheim
County of Oxford
PIN No. 00285-0413 (LT)

Fourthly:

Block 85, Plan 41M-141
Township of Blandford-Blenheim
County of Oxford
PIN No. 00285-0414 (LT)

Fifthly:

Block 86, Plan 41M-141
Township of Blandford-Blenheim
County of Oxford
PIN No. 00285-0415

Sixthly:

Block 87, Plan 41M-141
Township of Blandford-Blenheim
County of Oxford
PIN No. 00285-0416

Seventhly:

Block 89, Plan 41M-141
Township of Blandford-Blenheim
County of Oxford
PIN No. 00285-0418

Eighthly:

Block 90, Plan 41M-141
Township of Blandford-Blenheim
County of Oxford
PIN No. 00285-0419

Ninethly:

Block 91, Plan 41M-141
Township of Blandford-Blenheim
County of Oxford
PIN No. 00285-0420

Tenthly:

Block 92, Plan 41M-141
Township of Blandford-Blenheim
County of Oxford
PIN No. 00285-0421

FOR OFFICE
USE ONLY

TOWNSHIP OF BLANDFORD-BLENHEIM

SUBDIVISION AGREEMENT

THIS AGREEMENT, made this 1st day of NOVEMBER, 2004.

B E T W E E N

1578651 ONTARIO LIMITED
Hereinafter called the "Subdivider"

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWNSHIP OF BLANDFORD-BLENHEIM
Hereinafter called the "Township"

OF THE SECOND PART

- and -

THE CORPORATION OF THE COUNTY OF OXFORD
Hereinafter called the "County"

OF THE THIRD PART

- and -

PACIFIC & WESTERN BANK OF CANADA
Hereinafter called the "Mortgagees"

OF THE FOURTH PART

WHEREAS the Subdivider is the owner of the lands described in Schedule "A" attached hereto and hereafter described as the said lands and has applied to the County and Township for the approval of a Plan of Subdivision;

AND WHEREAS the Owner proposes to subdivide the said lands in accordance with the plan shown in Schedule "E" hereto; hereafter called the "Plan"; and

WHEREAS the Township pursuant to conditions imposed by the County and pursuant to its own subdivision policies, requires the Subdivider to enter into an Agreement respecting the proposed subdivision.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the payment to the Subdivider by the Township of the sum of TWO DOLLARS (\$2.00) (the receipt of which is hereby acknowledged), the approval of the Subdivider's Plan of Subdivision pursuant to Section 51 of the Planning Act, RSO 1990, and other consideration, the parties hereto covenant and agree as follows:

PART I

GENERAL PROVISIONS

Submitting Plan

1. a) The Subdivider agrees to present the final copies of the Plan to the Township for Examination before it is presented to the County of Oxford for final approval and before the Township's letter of release is given and present same for re-examination before registration if any changes are made thereafter.
- b) The Subdivider agrees to lodge a mylar copy of the Plan together with six (6) prints as registered with the Township Building Department immediately after registration.

Agency Approvals

2. a) The Subdivider agrees to obtain the approval of any governmental authority which is required in respect to the installation of any municipal services contemplated by this Agreement. Prior to the release of the plan of subdivision for registration, and/or prior to any construction or grading on

the property, the Subdivider shall submit and receive approval to the satisfaction of the Grand River Conservation Authority and the Township for the following items:

- i) grading and drainage plans;
- ii) storm water management plans;
- iii) erosion and sediment control plans;
- iv) a report detailing potential impacts of proposed storm water management techniques on water quality of receiving waters as it relates to fish and fish habitats, including recommendations on impact mitigation.

The Subdivider agrees to complete and maintain the works in accordance with the approved Plans and Reports indicated in subparagraph a), b), c) and d) above, to the satisfaction of the Grand River Conservation Authority and the Township.

- b) The Subdivider shall carry out an archaeological assessment of the said lands and mitigate, through preservation or resource removal, adverse impacts to any significant heritage resources found. The Ministry of Citizenship, Culture and Recreation shall provide the County with a clearance letter advising that all matters have been attended to.

Subdivider's Engineer

- 3. The Subdivider agrees to, at its expense, retain the services of a Professional Engineer, acceptable to the Township, to prepare Engineering Plans and Specifications with respect to all services envisaged by this Agreement and any other Agreements applicable to the subject lands, and the Subdivider agrees that all Plans and Specifications are to be approved by the County and the Township, as applicable. All approved plans shall be initialed by the Township's Engineer and only such plans shall be used for construction and lot grading. The Subdivider also agrees to construct and install all services envisaged by this Agreement or any other Agreements applicable to the subject lands in accordance with the Engineering Plans and Specifications which have been approved by the County and the Township. The Subdivider's Engineer shall certify that all Plans for the municipal services referred to in this Agreement have been prepared according to proper engineering principles and that the municipal services to be constructed are adequate to properly service the subdivision. The Subdivider agrees to also deliver to the County and Township a Certificate from the Subdivider's Engineer certifying that all municipal services have been constructed and installed in accordance with Plans as approved by the Township Engineer and the County's Director of Public Works.

Specifications, Cost Estimates

- 4. a) The Subdivider hereby agrees to install and pay the cost of the installation of the works and services as set out in Schedule "B" attached hereto, which Schedule forms an integral part of this Agreement. All works and services are to be installed according to the requirements of the County and/or the Township. The Subdivider will provide, operate and maintain the works and services, until such time as they are assumed by the County and the Township, according to Plans prepared by the Subdivider and approved by the County and/or the Township or their appropriate appointed officers.
- b) The Subdivider agrees that the estimated cost of the works and construction supervision services required by Schedule "B" are set out in Schedule "C" subject to Section 50 hereto which pertains to phasing.

Construction Inspection

- 5. a) The Subdivider agrees that all works and services envisaged by this Agreement shall be inspected, on an on-going basis, by the Subdivider's Engineer, said Engineer to be approved by the Township, if deemed appropriate by the Township. The Subdivider agrees to ensure the Township is notified prior to the commencement of construction, of the proposed construction scheduling and is also notified of construction scheduling changes. In addition, the Subdivider agrees to supply the County and Township with one (1) set each of "as-constructed" drawings for all works and services envisaged by this Agreement, said drawings shall be certified by the Subdivider's Engineer and are to be submitted prior to release of any lands from the provisions of this Agreement. The Subdivider agrees that the Township will direct its Engineer (Township's Engineer) to be also involved as required.
- b) The Subdivider agrees to notify the County and/or the Township, as the case may be to obtain its approval of any Contractor to be employed to install or attend to any of the works and services.
- c) The Subdivider agrees that the County and/or the Township, as the case may be, has the right to call for qualitative and quantitative tests of all materials to verify conformance to specifications and at the expense of the Subdivider.

5. d) On receiving the written consent of the County or the Township, as the case may be, to the commencement of construction of any of the said public services, the Subdivider shall proceed with the construction continuously and as quickly as possible. If at any time work is not being proceeded with expeditiously and the County or the Township requires works to be done to put the site to a safe and or reasonable condition, the County or the Township may require such to be done and to enforce or apply any security to do such work.
- e) The Subdivider agrees that in the event that the County or the Township is financially involved with respect to any services to be installed, to call a public tender to contract that portion of the work the County or the Township is involved in. The award of the contract shall be subject to the approval of the County or the Township and such approval must be given before the contract is awarded or work commenced. If the County or the Township is not financially involved, the Subdivider may, subject to the provisions of Section 35 herein, make such arrangements for the construction of the work as it thinks fit.

Maintaining Streets, Lands

6. The Subdivider agrees that all streets abutting on the lands to be covered by the Plan of Subdivision and other lands to be used for access during the construction of houses and other buildings on the said lands shall be continuously kept in good usable condition during the said construction and if damaged, will be immediately restored by the Subdivider at its expense to a good and usable condition. The Subdivider also agrees to ensure that the internal roadways of the subdivision, during the construction of works and buildings, shall remain continuously usable for vehicles and agrees to ensure that these roadways are kept reasonably clear of dust, mud, ice and snow. In addition, the Subdivider agrees that control of dust, mud, ice and snow and debris on internal and external roadways shall be maintained to the satisfaction of the Township at the Subdivider's expense.

Boulevards

7. All boulevards shall be finished from the edge of the roadway to the property line and shall be sodded and sloped at grade to the roadway in accordance with Ontario Provincial specifications and as approved by the Township and in accordance with the provisions of Schedule "B" attached hereto. Boulevards shall not be finished until residential construction in the immediate area has been substantially completed.

Sidewalks

8. Sidewalks, where required, shall be constructed in accordance with Ontario Provincial Specifications and Schedule "B" attached hereto, but not until residential construction on the lot is complete except where satisfactory written arrangements otherwise are made. Once house construction is completed, the work shall be promptly completed, to the satisfaction of the Township.

Survey Bars

9. Any standard iron bars, concrete monuments or monumentation of higher standard which are disturbed in the course of servicing or building shall be restored by or at the expense of the Subdivider before this Agreement is finally released. Upon final completion and installation of all services, the Subdivider shall, at its expense provide an Ontario Land Surveyor's Certificate indicating that all standard iron bars are in place and easily accessible.

Easements

10. a) The Subdivider agrees that such easements as may be required for servicing and access purposes shall be granted by the Subdivider to the appropriate authority, at the Subdivider's expense, by a proper easement document free of encumbrance. Easements are further described in Schedule "H".
- b) The Subdivider further agrees he will not convey, or agree to convey, any lands as described in Schedule "H" hereto in which the County or Township is being conveyed an interest by way of easement, right-of-way or agreement, under the terms of the agreement until such time as the Township Solicitor is satisfied of the registration on title of the property through which an easement or right-of-way passes, the grant of easement or right-of-way. It is further understood that building permits will not be issued for lots and/or blocks on which easements have been imposed, or for lots and/or blocks immediately adjacent to such easements until such time as the Engineer has certified that the required service or services have been installed within the limits of the said easements as granted to the County or Township, or that the easement descriptions have been adjusted in accordance with the location of the services as actually installed.

Street Names

11. The Subdivider agrees that the street or streets contained within the Plan of Subdivision shall be named to the satisfaction of the Township.

Street Name and Regulatory Signs

12. When invoiced by the Township, the Subdivider shall make a cash contribution equal to One Hundred (100%) Percent of the cost of the street name signs and regulatory traffic signs required under Schedule "B" and/or the Special Provisions to this Agreement. The Letter of Credit shall include an allowance for all signs.

Temporary Service Connections

13. The Subdivider shall, at its expense, provide for any temporary service connections as may be required during construction of homes. Any such temporary service connections installed shall be properly abandoned and/or decommissioned after their use to the satisfaction of the Township.

Water Services

14. The Subdivider agrees to have all valve boxes and curb stops brought up to finished grade prior to the release of any lands from the provisions of this Agreement.

Snow Removal

15. The Subdivider agrees to provide appropriate winter maintenance of the roads which have not yet been fully accepted by the Township, to the satisfaction of the Township. The Subdivider may enter into a separate agreement with the Township to provide winter maintenance. The Township will only consider entering into an agreement after the Subdivider has installed the base asphalt.

The Subdivider also agrees that with respect to the roads, all sewer access holes and catchbasins shall be installed at existing grade so as to permit the proper vehicular usage for the said winter maintenance works. It is agreed that any maintenance performed by the Township pursuant to this section shall be deemed to have been performed by the Township as agent of the Subdivider and no action on the part of the Township pursuant to this paragraph shall constitute an assumption by the Township of the said roads.

Building Permits

16. a) The Subdivider agrees that no building permit shall be issued upon any lot or block on the Plan of Subdivision and no building activity shall be undertaken thereon until the underground services (sewer, water and hydro) have been installed to the satisfaction of the parties to this Agreement on the public streets fronting or abutting thereon. The Subdivider further agrees that no building permit shall be issued for any lot or block until the base asphalt has been constructed to the satisfaction of the Township and electrical service has been arranged for hookup to each lot or block to the satisfaction of Hydro One Networks Inc. The Subdivider further agrees that no building permit will be issued until the individual site plan as required by Section 23. a) has been approved and the necessary securities and charges have been provided and/or paid.
- b) The Subdivider agrees that the Township shall be entitled to refuse building permits with respect to any lot or block within the Plan of Subdivision at any time and from time to time when the Subdivider is in material default of its responsibilities and obligations under this agreement.

Electrical Service

17. a) The Subdivider agrees to make arrangements with Hydro One Networks Inc. for the provision of permanent electrical services to the Plan, prior to registration of the Subdivision Plan and agrees to provide written evidence of such an agreement to the Township prior to registration. The Subdivider further agrees that should permanent installations be impractical at the time, to pay all costs incurred through the provision of temporary electrical services and the removal of such services when permanent installations are installed.
- b) The Subdivider agrees to make arrangements for the granting of any easements required by Hydro One Networks Inc.
- c) The Subdivider agrees to pay all costs associated with the installations of street lighting and associated underground electrical power wiring in accordance with the standards specified by Hydro One Networks Inc. Upon issuance of the last and final Performance Acceptance Certificate for an individual phase and upon written notification from Hydro One Networks Inc. to the Township that all street lighting requirements have been met by the Subdivider and that the plant has been satisfactorily constructed, ownership of the street lighting plant in the phase shall be vested in the Township.
- d) The Subdivider further agrees to co-operate with and attend to the requirements of Bell Canada and the applicable T.V. Cable company with respect to the installation of their telecommunications infrastructure.

Roadways

18. a) The Subdivider agrees to design and construct roads according to the Special Provisions and Schedules "B" and "I".

18. b) The Subdivider agrees that surface asphalt in any phase will not be constructed until all the house construction in the phase is completed and not before one winter of consolidation of the base asphalt. The Special Provisions may set out other requirements with respect to surface asphalt.
- c) The Subdivider agrees to satisfy the Township with regard to the roads to be used for construction traffic and to designate, where necessary, such on the approved engineering plans and specifications.

Storm Drainage

19. a) The Subdivider agrees to design and construct a storm drainage system according to the requirements outlined in Schedule "B".
- b) All the said lands shall outlet in the approved drainage works except where otherwise approved by the Township.
- c) The drainage system is to be designed so that a private drain connection is provided for each property at the street line and of sufficient depth to be below basement floors. The Subdivider agrees to advise all lot purchasers that gravity outlets for weeping and/or basement drainage are not available but that sump pumps are required and that the outlets for the sump pumps are to be joined to the private drain connections provided.
- d) Drainage paths, that will ensure waters from a 100 year storm are kept below grades of existing and proposed dwellings, are to be provided for runoff waters that exceed the drainage system's design capacity.
- e) Easements, as are set out in Schedule "H", are to be conveyed to the Township for the installation and maintenance of all drainage works not contained within road allowances that exist or that are provided for by the Subdivision.
- f) All lands used for storm water management purposes, shall be conveyed to the Township of Blandford-Blenheim, free of all encumbrances and costs, and shall be properly graded, planted, topsoiled, seeded and fenced, as required, to the satisfaction of the Township. Where necessary, access shall be provided by registered easements in favour of the Township as required.
- g) The Subdivider agrees that all drainage works shall be constructed and/or incorporated in accordance with an Engineer's report pursuant to the Drainage Act, RSO 1990, and amendments thereto, and to provide for such the Subdivider agrees:
- i) to submit the necessary petition(s) in accordance with Section 4 of the Drainage Act prior to any of the lots having been sold.
 - ii) to pay all assessments levied to the lots and roads in the said lands as provided for by the Engineer's report.
 - iii) to notify all lot purchasers of their obligations with respect to the drainage report.
 - iv) to provide a letter of credit or other acceptable security for the whole cost of that part of the drainage works in front of and downstream of the lots on the said lands except for those costs to be paid by others as determined by the Engineer's report, or as provided in Schedule "C".
- h) The Subdivider further agrees that the Township may prepare at the Subdivider's cost, after the Plan is registered, a drainage report pursuant to the Drainage Act, RSO 1990, and amendments thereto, that provides for distribution amongst the lots and roads created the drainage assessments to be borne by the said lands in total for the repair and maintenance of any existing municipal drain(s). The report would be prepared pursuant to either Section 65 or 76 of the Drainage Act.
- i) The Subdivider agrees to rectify and alleviate any drainage problem identified within any phase of development, upon receipt of written notice from the Township and subject to the terms of Section 28. If not completed within the time limit specified in the written notice of the Township, the Township may, at its option and in addition to any other legal rights it may have, construct any work necessary to remedy any drainage problem. The costs of said necessary remedial drainage works shall be forthwith paid by the Subdivider and/or deducted from any security retained by the Township.

Water System

20. a) The Subdivider hereby agrees to construct a water system, including pipes, valves, blowoffs, and water service connections to the street line to service all the said lands. The water supply system

shall be designed and installed in accordance with the requirements of the Ministry of the Environment and in accordance with the Engineering Requirements outlined in Schedule "B". The system shall also be approved by the County of Oxford.

- b) All water distribution lines shall be of sufficient size, depth and at locations within the limits of the subdivision, or, on adjacent road allowances, to service the subdivision and lands outside the subdivision, which, in the opinion of the Township Engineer will require their use as trunk mains.
- c) After the last and final Performance Acceptance Certificate for the applicable phase has been issued for public services including the water supply system, the Subdivider agrees that the ownership and operation of the water supply system, as constructed, shall be vested with the County of Oxford.
- d) For each development phase, upon the vesting of the water supply systems in the County of Oxford in accordance with the foregoing paragraph, the twelve (12) month maintenance period set out in Section 28 hereof shall apply to the water supply system.
- e) Where any difference exists between the requirements of this agreement including Schedule "B" and the requirements of either the Ministry of the Environment or of the County of Oxford, the requirements of the Ministry and the County shall apply.
- f) The Subdivider further agrees to convey to the County such lands and easements as are set out in Schedule "H" hereto for the installation and maintenance of all water works not contained within the road allowances provided for by the subdivision.

Sanitary Sewer System

- 21. a) The Subdivider hereby agrees to construct a sewer system, including pipes, sewer access holes and service connections to the street line to service all the said lands. The sewer system shall be designed and installed in accordance with the requirements of the Ministry of the Environment, and in accordance with the Engineering requirements outlined in Schedule "B". The system shall also be approved by the County of Oxford.
- b) All sewer lines shall be of sufficient size, depth and at locations within the limits of the subdivision, or, on adjacent road allowances, to service the subdivision and lands outside the subdivision, which, in the opinion of the Township Engineer will require their use as trunk lines.
- c) After the last and final Performance Acceptance Certificate for the applicable phase has been issued for public services including the sanitary sewer system, the Subdivider agrees that the ownership and operation of the sanitary sewer system as constructed shall be vested with the County of Oxford.
- d) For each phase of development, upon the vesting of the sanitary sewer system in the County of Oxford in accordance with the foregoing paragraph, the twelve (12) month maintenance period set out in Section 28 hereof shall apply to the sanitary sewer system.
- e) The Subdivider further agrees to convey to the County such lands and easements as are set out in Schedule "H" hereto for the installation and maintenance of all sewerage works not contained within the road allowances provided for by the subdivision.

Driveways

- 22. a) Driveway accesses to the public roads shall be constructed in accordance with the provisions contained in Schedule "B". Driveways within the road allowance shall be paved from the curb and gutter to the property line or the sidewalk, whichever is the nearer, with asphalt or other approved hard surfacing such as paving blocks or concrete, to the satisfaction of the Township. All driveway grading shall conform to the cross section required for the boulevard.
- b) Except where otherwise approved by the Township, driveways in any block of lots are to be located similarly on each lot to provide maximum separations between adjacent driveways.
- c) Final driveway construction is not to occur until building construction and lot grading is complete on the applicable lots. A temporary granular surface is to be used until lot construction is complete.
- d) The Subdivider shall include in the Offer of Purchase and Sale with each lot purchaser a clause that makes it a requirement that a driveway construction security deposit in the form of cash or cheque in the amount specified in Schedule "G", must be given to the Township by the lot purchaser prior to the receipt of a building permit. Any cheque received by the Township will be cashed and no interest will be paid thereon when the driveway deposit is returned to the current day property owner after satisfactory compliance.

20. e) The Lot Purchaser's deposit for driveway construction is to be used as security to ensure individual private driveway construction will be carried out in accordance with the requirements of this agreement and the contract plans. Any default in driveway construction, including the adjacent boulevard completion, road damage, curb damage or sidewalk damage, and service shut offs (curb stop valves) to be visible (if in driveway), may result in the Township applying this security to the costs to provide an acceptable driveway.
- f) Any failure of a Lot Purchaser to provide an acceptable driveway construction and/or boulevard restoration in accordance with Schedule "B" within One (1) year of occupancy of the dwelling on the lot and prior to the expiration of the last and final 12 month warranty period for the applicable phase as provided by Section 28 will result in the Subdivider being responsible to attend to such if the Township deems it necessary. The Lot Purchaser in such instances will forfeit his deposit in favour of the Subdivider.
- g) Final private driveway construction, or the lack thereof, shall not defer the issuance of the final Performance Acceptance Certificate for the corresponding phase of development, provided the boulevard is otherwise finished across the full width of the affected property.
- h) The amount of the driveway construction security deposit may be reviewed from time to time by the Township. The amount may be varied as deemed appropriate by a resolution of Council. The driveway construction security deposit paid by the lot purchaser shall be the amount in effect at the time that the building permit is issued.
- i) The clause in the Offer to Purchase and Sale between the Subdivider and the lot purchaser that deals with driveway construction shall further provide that each owner shall apply to the Township Building Authority for a driveway inspection when the work is believed to be satisfactorily completed. There will be no charge for the Township's inspection. When the driveway is found to be acceptable, the Township will by letter note the acceptance of such, and will release the security for the driveway work.

Lot Grading

23. a) The Subdivider agrees to prepare as part of the Engineering Plans, a lot grading plan showing:
- i) the existing and final elevations of the said lands as determined by reference to a geodetic bench mark or an alternative bench mark acceptable to the Township,
 - ii) the final grades of all roads,
 - iii) the lands designated for drainage works,
 - iv) the direction of surface drainage after completion of grading on each part of each lot and block, and
 - v) the location of each swale to be provided.
- b) Final ground elevations are to be shown at each corner of the lot, at the front and rear of the house and at the side lot lines opposite the house corners. As well, minimum top of foundation elevations are to be shown. For development blocks shown on the subdivision plan, the final elevations shall be provided as required by the Township's Engineer.
- c) The lot grading plan shall provide for the proper drainage of the said lands including any block or easement and of all adjacent lands which drain through the said lands. Any blocks that are not used for building lots shall be landscaped to the Township's satisfaction.
- d) The lot grading plan shall be prepared in accordance with standard engineering practice for preparation of lot grading plans.
- e) All buildings and grading to be constructed on the said lands shall conform to the elevations on the overall lot grading plan as marked "approved" by the Township Engineer except where approval for tolerable variance has been obtained from or is given by the Township Engineer.
- f) The Subdivider shall include in the Offer of Purchase and Sale with each lot purchaser a clause that requires a lot grading security deposit in the form of cash or cheque in the amount specified in Schedule "G", that must be given to the Township prior to the receipt of a building permit. Any cheque received by the Township will be cashed and no interest will be paid thereon when the lot grading security deposit is returned to the current day property owner after satisfactory compliance. These individual lot security deposits are in addition to the overall lot grading security provided by the Subdivider. Any default in lot grading may result in the Township cashing the individual lot security deposit to correct any deficiencies to the lot grading. The Subdivider has ultimate responsibility to correct any deficiencies to the overall lot grading.
- g) Each lot purchaser shall prepare an individual site plan showing how he/she proposes to grade and build on the lot in accordance to the overall lot grading plan. The individual site plan shall be drawn to scale and shall include all elevations shown on Schedule "F". The individual Site Plans

shall be submitted to the Township, at the time of the application for the building permit, and shall be approved by the Township Engineer.

- h) The Subdivider, either through its agents and/or contractors will ensure that no construction of any building will proceed beyond the completion of the foundation wall until the Subdivider or lot purchaser has supplied the Township with a Foundation Certificate from an Ontario Land Surveyor or Professional Engineer demonstrating that the elevation of the top of the foundation wall of the said building, as constructed, conforms within reasonable tolerance to the elevation shown on the said individual site plan and meets lot, zoning and building compliances. The Subdivider or lot purchaser agrees to provide to the Township said Certificate within seven (7) days from the date that the foundation has been backfilled and graded. To ensure compliance with this section of the Agreement, the Township will use a two-stage building permit system. The first stage will provide for foundation construction only and following the issuance and acceptance of the Foundation Certificate, a letter will be issued by the Township which will authorize implementation of the second stage which will be the balance of building construction.
- i) The above noted clause in the Offer to Purchase and Sale shall further provide that each owner shall apply to the Township for a lot grading check when all grading is satisfactorily completed. The Township shall instruct Township Engineer to make the inspection upon the application by the lot owner or purchaser. When the grading is found to be in conformity with the individual site plan and to be acceptable by the Township Engineer, the Township will release the lot grading security deposit, less the costs of the plan reviews and inspection(s) by the Township Engineer.
- j) The amount of the lot grading security deposit may be reviewed from time to time by the Township. The amount may be varied as deemed appropriate by a resolution of Council. The lot grading security deposit paid by the lot purchaser shall be the amount in effect at the time that a building permit is issued.
- k) Any failure of a Lot Purchaser to provide an acceptable lot grading and/or boulevard restoration within One (1) year of occupancy of the dwelling on the lot and prior to the expiration of the last and final 12 month warranty period for the applicable phase as provided by Section 28 will result in the Subdivider being responsible to attend to such if the Township deems it necessary. The Lot Purchaser in such instances will forfeit his deposit in favour of the Subdivider.

Existing Underground Services

- 24. The Subdivider agrees to attend to, or to pay the cost of, relocating any existing underground services if made necessary by reason of the subdivision of the lands as aforesaid either when so notified or within ten (10) days of the account for same being rendered by the Township.

Restoration

- 25. a) All adjacent and/or affected lands shall be restored to their original condition and graded to the satisfaction of the Township Engineer and the respective property owners. There shall be no trespassing within private property without the written consent of the property owners prior to entry. The Township shall be held free of all claims or actions which may result upon entry upon private property.
- b) The Subdivider agrees to indemnify the Township from any costs, directly or indirectly, related to damage done to curbs, sidewalks, asphalt, road bases, sod, water service boxes and other services on existing streets or on any easement during construction and building by anyone other than the Township until the issuance of the General Certificate of Release.

Letter of Credit

- 26. The Subdivider agrees:
 - a) To deliver an irrevocable letter of credit in favour of the Township for each phase, which letter of credit shall be delivered at the time as indicated in the section on phasing. The letter of credit shall be for 110% of the estimated cost of the works for the applicable phase as set out in Schedule "C" or any amendment thereto. The letter shall be in the form attached hereto as Schedule "D" from a Canadian Chartered Bank in an amount calculated in accordance with this agreement and for the purpose of guaranteeing the completion of all works, including driveway work, and the payment of any monies due to the Township in accordance with this agreement. The Township, at its option, may accept such other security satisfactory to it in lieu of a letter of credit. It is agreed that the amount of the letter of credit shall be reduced from time to time, subject to the approval of the Township, in proportion to the works and services already installed or constructed.

26. b) The irrevocable letter of credit required under Paragraph 26(a) shall be reduced from time to time as the work is completed and accepted by the Township to a minimum of Ten Percent (10%) of the estimated cost of the municipal services for the applicable phase as set out in Schedule "C". The Ten Percent (10%) minimum will be held by the Township to cover all defects in the construction of the said works and services for a period of one (1) year from the date of acceptance by the Township of the said works and services. No such reduction shall be made until the Engineer certifies that at least 50% of the services required in the phase have been completed, that a Statutory Declaration that accounts have been paid is filed, and that any payments due to the municipality have been made.
- c) The value of the cash or letter of credit if filed at the time of the signing of this Agreement shall be based on the value of the items as shown in Schedule "C" herein. If the contracts as subsequently awarded for the items of work are for different values but values that the Engineer feels are representative of the work, the cash or letter of credit shall be increased by the Subdivider, or reduced by the Township, as appropriate to ensure that the security retained is 110% of the revised value.
- d) If at any time the Subdivider should sell the said lands while a Letter of Credit is in force, the Township and Township Solicitor shall be satisfied that satisfactory arrangements have been made to ensure that an adequate letter of credit exists to guarantee the completion of the work and the obligations of the Subdivider.
- e) The Letter of Credit may be drawn on by the Township in the event of any default in the completion of any improvements to be made to municipal roads or streets under this agreement or on providing of notice of any claim or lien, whether disputed by the Subdivider or not, under the Construction Lien Act, by any contractor, subcontractor, worker or supplier employed in or supplying goods to such project.
- f) The Subdivider agrees that the contract documents between the Subdivider and its Contractor engaged to install the services shall, where required by the Township, provide for Performance and Maintenance Bonds in the amount of One Hundred Percent (100%) of the contract value and the Subdivider shall provide the Township with proof of such bonding. The bonding shall provide for maintenance in accordance with the terms of this Agreement.
- g) The irrevocable Letter of Credit referred to in subparagraph (a) above shall contain the following clause: "It is a condition of this Letter of Credit that it shall be deemed to be automatically extended without amendment from year to year from the present or any future expiration date hereof, unless at least 30 days prior to the present or any future expiration date, the Township shall notify the Subdivider in writing by registered mail that the Township elects not to consider this Letter of Credit to be renewable for any additional period".
- h) The formula that the Township shall apply to reduce a letter of credit security will be such that the reduced letter of credit is always equal to at least ten percent (10%) of the work done plus one hundred and ten percent (110%) of the work remaining based on the estimates in Schedule "C" of this Agreement.
- i) The provisions contained in Section 22 (Driveways) and Section 23 (Lot Grading) with respect to the retention of driveway securities for lots not yet built upon shall be considered in any letter of credit reduction.

Performance Acceptance Certificate

27. a) It is agreed that, upon the request of the Subdivider, the Township Engineer will inspect the works completed in any phase of development. Upon recommendation of the Township Engineer and upon completion of any remedial work required, the Township will grant to the Subdivider a Performance Acceptance Certificate.
- b) Two Performance Acceptance Certificates may be issued for each phase. The first Certificate may be issued for all works except surface asphalt, boulevards and sidewalks. The second Certificate will be for the surface asphalt, sidewalks and boulevards.
- c) It is agreed that, one (1) year after the issuance of the last and final Performance Acceptance Certificate for any phase and after the expiry of the maintenance period for any phase, as set out in Section 28 of this Agreement and completion of any remedial work required by the Township and payment of all Township accounts, the Township will give a General Certificate of Release, such Release to be prepared and registered at the expense of the Subdivider.
- d) Prior to, or together with, the notification from the Subdivider stating that the public services are complete and requesting a Performance Acceptance Certificate of completion from the Township Engineer, the Subdivider agrees to:

27. d) i) furnish the Township with a statutory declaration by or on behalf of the Subdivider that the Subdivider has paid all accounts that are payable in connection with the installation and maintenance of the said work and that there are no outstanding claims relating to the work.
- ii) furnish the Township with mylar reproductions and digital copies/files of drawings showing all the works "as built", plus a signed statement from the Subdivider's Engineer that all public services were constructed as per the Contract Documents noting any exceptions thereto (required only at the time of final Performance Acceptance Certificates).
- iii) furnish the Township with a statement by a Registered Ontario Land Surveyor that he has found or replaced all standard Iron bars as shown on the Registered Plan (required only at the time of final Performance Acceptance Certificates).
- e) A Performance Acceptance Certificate will be issued for the works (or for the works of a phase where phasing is provided for) provided the following has occurred:
- i) All work except for driveways and final asphalt course placement is satisfactorily completed subject to noted and accepted minor deficiencies in the Township's discretion.
- ii) The roadbase did exist in a granular condition acceptable for building permit purposes and without any final asphalt surface over one full winter and spring period.
- iii) The videotapes of all completed storm and sanitary sewer lines have been reviewed and any required repairs and deficiencies have been attended to.
- iv) Catchbasins, sewer access holes, water valves and curb stops are matched to the existing grade of the roadway as required by the Township and are visible.
- v) All electrical and street lighting works are operable.
- vi) Completion of any and all remedial work required by the County and/or Township.
- vii) Payment of all outstanding Township accounts.
- viii) Filing of a certificate by the Subdivider's Engineer stating his satisfaction of the work completed.
- ix) Filing of a cheque to cover any required and unpaid levy, impost or connection charges.
- x) Attendance to provisions of Section 27. c) listed herein regarding the retention of securities for lots not yet built upon.
- xi) Attendance to items listed in Section 27. d) listed herein.
- f) The maintenance period for the work shall commence with the Performance Acceptance Certificate and shall be for a period of two (2) years.
- g) The Township may videotape the storm and sanitary services at any time during the maintenance period. Any deficiencies noted shall be attended to prior to final acceptance. If deficiencies are so noted, the costs of the videotaping shall be paid by the Subdivider. If deficiencies are not noted these videotaping costs shall be paid by the Township.

Maintenance

28. Upon completion of the public services and simultaneous with the issuance of any final Performance Acceptance Certificate for a phase, pursuant to Section 27 of this Agreement, the Subdivider agrees to ensure that the Township has in its possession, and to the satisfaction of the Township Solicitor, a certified cheque or letter of credit of value equal to 10% of the cost of all public services as indicated in Schedule "C" to guarantee the performance of the completed works and services, including hydro electric services, for a period of 12 months from the date of the issuance of the said certificate. At the end of the 12 month period, the certified cheque or letter of credit, less any amounts owed to the Township and previously invoiced to the Subdivider, shall be returned to the Subdivider. At this time, the Township may issue a General Certificate of Release, such release to be prepared and registered at the expense of the Subdivider. If the certified cheque should be cashed upon receipt, it shall be deposited in a special interest accruing account and the interest shall be returned to the Subdivider, with the principal, less any amounts owed to, and previously invoiced by, the Township.

Assumption

29. The Township shall accept the services on a phase by phase basis as completed in accordance with this Agreement upon request from the Subdivider and upon issuance of the Engineer's last and final Performance Acceptance Certificate for any phase, subject to the obligation of the Subdivider to maintain and repair the services for one year after such acceptance, and the Township shall at the next meeting of its Council following issuance of the Engineer's Certificate pass a resolution formally accepting the services. Upon acceptance of the services, the ownership of all roads and services provided for or on the said phase shall vest in and become the property of the Township. The Township Engineer shall provide the Subdivider with a certificate cosigned by the Township and in a form suitable for registration certifying that the services have been completed to his satisfaction and that the Subdivider has no further liability in respect of the services except to keep them in repair for a period of one year after the date of acceptance by the Township Council.

Failure to Carry Out the Terms of This Agreement

30. a) In the event that the Subdivider fails to install the hereinbefore described public services as and when required by the Township, or, having commenced to install the aforesaid services, fails or neglects to proceed with reasonable speed, or in the event that the aforesaid services are not being installed in the manner required by the Township, in addition to any other remedy the Township may have and upon the Township giving seven (7) days written notice by prepaid registered mail to the Subdivider, the Township, its servants, employees, or agents may, without further notice, enter upon the said lands and proceed to supply all materials and do all necessary works in connection with the installation of said services, including the repair or reconstruction of faulty work and the replacement of materials not in accordance with the specifications, and to charge the cost thereof, together with a management fee of 15% of the cost of such materials and works, to the Subdivider who shall forthwith pay the same upon demand by the Township.
- b) It is understood and agreed between parties hereto that such entry upon the lands shall be as agent for the Subdivider and shall not be deemed, for any purposes whatsoever, as an acceptance or assumption of the said services by the Township; and further, and without in any way limiting the generality of the agency relationship so constituted that, notwithstanding such entry and undertaking by the Township as provided in this paragraph, all duties, responsibilities and liabilities with respect to such works and services otherwise imposed on the Subdivider by virtue of this agreement shall remain in full force and effect against the Subdivider as if the Subdivider had himself undertaken and performed the said works and services.
- c) The Township, in addition, to all other remedies it may have, may issue stop work orders on any building permits that have been granted either to the Subdivider or to any other person and may refuse to issue further building permits until such services are completely installed in accordance with the requirements of the Township.
- d) If at any time the work or construction of the municipal services referred to herein, in the opinion of the Township, is not being carried out in accordance with the Plans and Specifications or in accordance with good engineering practice, the Township may stop all or any part of the work for any length of time until such work has been placed in a satisfactory condition.

Additional Works Required

31. The Subdivider agrees that if at any time and from time to time during the development of the subdivision, and up to the final release of any security, the Township, acting reasonably, is of the opinion that additional works are necessary to provide adequately any of the public services hereinbefore specified, the Subdivider shall construct, install or perform such additional works at the request of the Township, and all such terms and conditions of this agreement as apply to the public services herein before specified shall apply mutatis mutandis to such additional works required by the Township.

Emergency Repairs to Public Services Before Acceptance (Assumption)

32. When, and after the Subdivider has commenced development of the subject lands, but before the services have been assumed by the Township as provided hereinbefore, any of the public services to be provided herein by the Subdivider do not function or do not function properly and in the opinion of the Township repairs are necessary to be made immediately to prevent damage or hardship to persons or property, the Subdivider consents to the Township, its servants, employees or agents, entering upon the subject lands, and making whatever repairs may be deemed necessary and the Subdivider further agrees to reimburse the Township for any expense incurred in making the said repairs.

Liability of Owner

33. a) Until the Council of the Township shall have accepted the subdivision, as evidenced by the last and final Performance Acceptance Certificate for any phase in accordance with Section 27, the Subdivider agrees to indemnify and save harmless the County or the Township against all actions, causes of action, suits, claims, and demands whatsoever which may arise either directly or indirectly by reason of the Subdivider undertaking this Plan of Subdivision, or from any part or omission by the Subdivider, his agents, servants or contractors in the performance of any matter or thing in this Agreement.
- b) Without in any way limiting the generality of the foregoing, and notwithstanding any statutory provision or other rule of law as to the vesting or affixing of any liability in the County or the Township of any lands, roads, works or services referred to or provided for in this agreement, it is agreed by the parties hereto that the Subdivider shall indemnify and save harmless the County or the Township against all rates, assessments, levies or other charges accruing for any reason whatsoever with respect to such lands, roads, works or services, where such rates, assessments, levies or other charges accrue prior to the issuance of the last and final Performance Acceptance Certificate according to Section 27 hereof whether or not such rates, assessments, levies or other charges having accrued, are actually due and payable at the time of issuance of the said final performance acceptance certificate.
- c) Without in any way limiting the generality of the foregoing in the event that any works or services not expressly provided for in this agreement or in the plans or specifications pursuant thereto are, in the opinion of the County or the Township, required to be constructed, installed, repaired or maintained as a consequence, direct or indirect, of the undertaking, by the Subdivider, of this subdivision, or any Subdivider, of this subdivision or any work or thing to be done pursuant to this agreement, whether or not such construction, installation, repair or maintenance relates to works and services within the lands subdivided hereunder or elsewhere, then, upon the Township giving to the Subdivider notice in writing, by registered mail, of the nature of such construction, installation, repair or maintenance prior to the issuance of the final Performance Acceptance Certificate according to Section 27 hereof, the Subdivider agrees to indemnify and save harmless the County or the Township against all costs or other liabilities to which the Township may be subject in making or being required to make, such additional construction, installation, repair or maintenance.
- d) It is further agreed between the parties hereto that the Township may, at its option, require that the Subdivider provide security, satisfactory to the Township and its solicitors, for the performance of any liability imposed on the Subdivider by virtue of the provisions of this paragraph, notwithstanding and in addition to any other security provided for in this agreement and that, notwithstanding any other provision of the agreement, the Township, or the Township Engineer may refuse to cosign or issue any certificates of completion until such additional satisfactory security has been provided.

Liability and Property Damage Insurance

34. a) At the time of signing of this agreement, the Subdivider shall supply the Township with a comprehensive liability and property damage insurance policy in a form satisfactory to the Township, holding the said County or the Township, their agents and servants, harmless from any legal liability for losses, injuries, damages, claims, actions, demands, suits and costs arising directly or indirectly from anything or any work done by the Subdivider, his servants or agents on the said lands or on adjacent lands when constructing the public services or when doing anything in connection with this subdivision whether or not in performance of this agreement and in the amount of \$2,000,000 inclusive. The County or the Township and their employees and agents are to be named as the insureds in the said policy.
- b) The Policy shall be in effect for the period of this contract including the period of guaranteed maintenance.
- c) The issuance of such a policy of insurance shall not be construed as relieving the Subdivider from responsibility for other or larger claims, if any, for which he may be held responsible.
- d) The Subdivider shall prove to the satisfaction of the Township, annually and from time to time as the Township may require, that all premiums on such policy or policies of insurance have been paid and that the insurance is in full force and effect.

Default, Final Default

35. a) The Subdivider agrees that upon breach by the Subdivider of any covenant, term, condition or requirement of this Agreement, or upon the Subdivider becoming insolvent or making an

assignment for the benefit of creditors, the Township at its option, may declare that the Subdivider is in default. Notice of such default shall be given as provided in Section 30 hereof, and if the Subdivider shall not remedy such default within such time, as provided in the notice, the Township may declare that the Subdivider is in final default under this Agreement, and shall then forthwith give notice thereof to the Subdivider as provided in Section 30.

- b) Upon notice of default having been given, the Township may require all work by the Subdivider, its servants, agents, independent contractors and subcontractors to cease (other than any work necessary to attend to such default) until such default shall have been remedied, and in the event of final default may require all work as aforesaid to cease.
- c) Upon final default of the Subdivider the Township may, at its option, adopt or pursue any or all of the following remedies, but shall not be bound to do so:
 - i) Enter upon the lands shown on the said plan of subdivision by its servants, agents and contractors and complete any work, services, repair or maintenance wholly or in part required herein to be done by the Subdivider and/or draw on, enforce, cash and/or apply any security available for this purpose.
 - ii) Make any payment which ought to have been made by the Subdivider and, upon demand, collect the amount thereof from the Subdivider and/or enforce any security available for this purpose.
 - iii) Retain or draw on any sum of money or security heretofore paid by the Subdivider or Lot Purchaser to the Township for any purpose, and apply the same in payment or part payment for any work which the Township may undertake.
 - iv) Assume any work or services at its option, whether the same are completed or not, and thereafter the Subdivider shall have no claim or title thereto or remuneration therefore.
 - v) Bring action to compel specific performance of all or any part of this Agreement for damages.
 - vi) Exercise any other remedy granted to the Township under the terms of this Agreement or available to the Township in law.
 - vii) Withhold any further building permits.

Construction Lien Act

- 36. a) Notwithstanding anything to the contrary contained in this Agreement, the Subdivider hereby agrees that the filing of any Liens pursuant to the Construction Lien Act, RSO 1990, and amendments thereto, with respect to the lands described in Schedule "A", shall constitute a default by the Subdivider of the terms of this Agreement and shall entitle the County or the Township to draw on any or all of the letter of credit provided by this Agreement and to utilize said draw to make payments into Court of the holdback together with the costs.
- b) The Subdivider agrees that it will hold back in its payments to any Contractor who may construct the services, such sums as are provided in accordance with the Construction Lien Act and will otherwise indemnify the County or the Township against any claims, actions or demands for Liens or otherwise in connection with the works and all costs in connection therewith. On the demands of the Township Engineer, the Subdivider agrees to forthwith take such steps to immediately discharge all Liens upon the services.
- c) The Subdivider agrees that, upon applying for final Performance Acceptance Certificate for any phase of development, he will supply the Township with a Statutory Declaration that all accounts for work and materials have been paid, or provided for, and that there are no claims or liens or otherwise in connection with such work done or materials supplied for or on behalf of the Subdivider in connection with this subdivision. The Subdivider shall have due regard to the requirement of the Construction Lien Act that advertisements be placed in appropriate trade papers notifying of substantial completion of contracts.

Soil Conditions

- 37. The Subdivider acknowledges and agrees that any Township approvals including (without restricting the generality of the foregoing) zoning, subdivision and site plan approvals do not verify or confirm the adequacy of soil conditions and the Subdivider accepts responsibility for soil conditions, including soil contamination and agrees to comply with the Environmental Protection Act and any other Legislation. The Subdivider agrees to indemnify and save the Township harmless from all actions or claims relating to soil conditions on the subject lands.

Subsequent Purchasers

38. The Subdivider agrees to provide to any subsequent purchaser of a lot or lots as shown on the Plan of Subdivision, on or before the date of execution of each Agreement of Purchase and Sale, the following:
- a) A copy of this Subdivision Agreement, as registered.
 - b) A copy of the Lot Grading Plan referred to in Section 23 of this Agreement on or before closing of any sale of any lot on said Plan of Subdivision.
 - c) A copy of Schedules "G" and "F" which sets out the Lot Purchaser's responsibilities with respect to building and lot grading.
 - d) A written notice advising any subsequent purchaser that he is required to comply with provisions as specified of this Agreement.
 - e) A copy of the survey plan showing lot and survey stakes.
 - f) A notice of any easement or other restriction that affects the lot.

Township's Expenses and Fees

39. The Subdivider agrees to pay, on or before execution of this Agreement, all expenses, including engineering, planning, administration and legal fees, incurred by the Township as a result of the Plan of Subdivision and to further pay all costs of the Township subsequently incurred as a result of the Plan of Subdivision. In connection with the Township costs to be incurred for Engineering related to each phase, after registration of the Plan, the Subdivider agrees to continue paying, on demand, to the Township a deposit by cash or cheque in the amount of Four Thousand, Five Hundred (\$4,500) Dollars. This deposit shall be used for the costs of the services and periodic supervision to be furnished by the Township and its Engineer and their agents in connection with the construction and installation of said services and in connection with the attendance to this Agreement.

Taxes, Local Improvements

40. The Subdivider agrees to commute all local improvements outstanding on any part of the lands and pay all taxes on the lands prior to the release of the Plan and before the issuance of the Township's letter of release with respect to draft conditions of approval of the County.

Drainage Act Costs

41. The Subdivider agrees to pay in full and when billed all Municipal Drain assessments, if in accordance with the Drainage Act, RSO 1990 or its successors that may be assessed by the report of an Engineer on any or all lands or streets of the said lands, if such report is adopted as a by-law prior to the final assumption of the public services, except that those assessments to lots that have been sold prior to the submission date of the Drainage Engineer's report are to be paid by the new lot owner. Where lots are sold after the submission date and prior to the levying of any assessment the Subdivider shall either reimburse to the lot purchaser his assessment or shall pay such assessment on behalf of the lot purchaser.

Registration of Agreement

42. The Subdivider warrants this Agreement shall be registered on title to the said lands as a first encumbrance prior to any mortgages or liens. The Subdivider consents to and will pay for the registration of this Agreement on title to the lands herein described within fifteen (15) days of the date of mailing of two fully signed copies of this Agreement to the Subdivider or its solicitors by registered mail or personal delivery. The Agreement shall be registered by the Subdivider's solicitors who shall, at the expense of the Subdividers but for the benefit and reliance of the Township, provide the Township with a title opinion confirming the Agreement is a first charge on such lands subject only to any municipal charges or other encumbrances accepted by the Township prior to signing of this Agreement. A duplicate registered copy of this agreement shall be returned to the Township. If the agreement is not registered within fifteen (15) days of the date of delivery of two fully signed copies of this agreement to the Subdivider or its solicitors for registration as aforesaid, the Township may register the Agreement and charge to the Subdivider any expenses incurred for such registration or for examination of title or encumbrances by the Township when the payment is required for the first or subsequent building permit(s) issued.

Expenses to be Paid by Subdivider

43. a) Every provision of this Agreement by which the Subdivider is obligated in any way shall be deemed to include the words "at the expense of the Subdivider" (notwithstanding that certain of the provisions herein specifically so indicate) unless the context otherwise requires.

43. b) Any amounts due shall be paid as required by this Agreement and any sums that are not so paid will have interest charged at the rate of 15% per annum calculated from the date the amount was due.

Use of Services and Works

44. The Subdivider agrees that:
- i) the public services herein referred to may be used by the Township or other authorized persons for the purposes for which such services are designed;
 - ii) such use shall not be deemed as acceptance of the services by the Township;
 - iii) such use shall not in any way relieve the Subdivider of his obligations in respect of the construction and maintenance of the services so used;
 - iv) Water and electricity required by any contractor(s) shall be supplied by the Subdivider at his own expense.

Notices

45. Any notices required or permitted to be given pursuant to the terms of this Agreement shall be given in writing sent by prepaid registered post, addressed as follows:
- Subdivider – 1578651 Ontario Limited, c/o Torkin Manes Cohen Arbus,
Attention: Joseph Feldman,
151 Yonge Street, Suite 1500, Toronto, Ontario, M5C 2W7
- Township – Township of Blandford-Blenheim, 47 Wilmot St. S., P.O. Box 100,
Drumbo, Ontario, N0J 1G0
- County – County of Oxford, P.O. Box 397, Court House, Woodstock, Ontario, N4S 7Y3

Schedules

46. The hereto attached schedules form part of this Agreement: namely schedules A to I inclusive.

Lot Releases

47. In the event that the Subdivider should apply for a release of any lot in the plan of subdivision from the terms of this Agreement, or should apply for and request the filing of a Notice of Compliance with respect to any of the lands in the subdivision, the Township shall not be obligated to issue either a lot release or Notice of Compliance with respect to any lands in the plan of subdivision until such time as the final Performance Acceptance Certificate has been issued for the applicable phase in accordance with Section 27 of this Agreement, and in any event, no such release or Notice of Compliance shall be issued until the Township is satisfied with the driveway construction, until the Township shall first have received from the Township Engineer a Certificate stating that any building erected on the lands for which a release or Notice of Compliance is requested and the final grading of such lands is in conformity with the grading and drainage plans forming part of this Agreement, or that any variation from the grading and drainage plans is approved by the Township Engineer.

General

48. a) Nothing in this Agreement exempts the Subdivider or anyone claiming by or through or under it from compliance with any by-law of the County, the Township, or any Statute or Regulation of Ontario, or of Canada, or of any other law, nor exempts the Subdivider from any liability accruing to it as the owner of the lands.
- b) Each of the parties agrees to do all acts within its power necessary or proper to be done by it to carry out the intention of this Agreement which is to secure a development of good quality and free from drainage and other functional problems.
- c) The Subdivider, where used in this Agreement, shall mean and include an individual, association, partnership, or incorporated company and wherever the singular is used herein it shall be construed as including the plural and wherever the masculine is used, it shall be construed as including the feminine.
- d) The Subdivider agrees to not call into question directly or indirectly in any proceedings whatsoever in law or in equity or before any administrative tribunal, the right of the Township to enter into this Agreement and to enforce each and every term, covenant and condition herein contained. This Agreement may be pleaded as an estoppel against the Subdivider in any such proceedings.

48. e) It is hereby agreed that this Agreement and the covenants, provisions and conditions contained herein shall ensure to the benefit of and be binding upon the respective heirs, executors, administrators, successors or assigns of each of the parties hereto.
- f) The Mortgagees of the Fourth Part of and in consideration of the sum of ONE DOLLAR (\$1.00) now paid to each of them (the receipt whereof is hereby acknowledged), do hereby consent to the Agreement herein and postpone their respective claims as Mortgagees of the said lands, the intent being that their Mortgages shall be subject to the Agreement herein as though the said Agreement had been registered prior to the registration of the Mortgages.

Estoppel re: County's Conditions

49. The Subdivider irrevocably agrees that all conditions and requirements herein contained have been imposed by the County prior to registration of the plan as a condition of its approval of the Plan of Subdivision, and the Subdivider irrevocably agrees that this provision may be pleaded as a complete estoppel in any action or proceeding in which it is otherwise alleged.

Phasing

50. a) This Agreement shall apply to any or all phases of development for the lands described in Schedule "A".
- b) The first phase of development shall constitute a maximum of 26 lots, being Lots 1 to 26.
- c) An amending Agreement to this Agreement shall be required for any phase of development beyond the first phase.
- d) The Subdivider hereby consents to the registration of a caution/inhibiting order and/or Section 118 Restriction which shall provide inter alia, that no conveyance, transfer, charge or assignment of any lots in any subsequent phase shall be permitted without the consent of the Township. This caution/inhibiting order and/or Section 118 Restriction shall be registered initially against all lots within the Plan of Subdivision other than the first phase of lots (26) for which there is the necessary servicing allocation. As servicing allocation becomes available in the future, and subject to the Subdivider complying with all of the requirements and preconditions imposed by the Township for the release of building permits, the Subdivider shall be permitted to apply for a partial release of the caution/inhibiting order and/or Section 118 Restriction against those lots which are included in the next phase of the Subdivider's development, at no cost to the Township or future property owner.
- e) Subsequent phases of development may only proceed, once the Subdivider has fulfilled all applicable obligations in this Agreement with respect to the preceding phase. Prior to approval of any plan for a subsequent phase of development, the Subdivider agrees to submit the necessary letter of credit for the works described in the amending agreement in exchange for the Township agreeing to the partial release of the Section 118 Restriction against the lots outlined in the next phase.

Commencing Construction Prior to Plan Registration

51. The Subdivider agrees that if he wishes to proceed with the installation of services prior to registration of the subdivision plan, he will do so only upon the written authorization of the Township and only upon the prior completion of the following:
- a) Execution and registration of the Agreement and any Amending Agreements necessary to facilitate staging of development.
- b) All approvals as to engineering obtained from the Grand River Conservation Authority, the Ministry of the Environment, Certificate of Approval for all applicable storm, sanitary and water supply, the County and the Township.
- c) One hundred and ten percent (110%) sureties for servicing provided in accordance with Section 26 of this subdivision agreement.
- d) The Township confirmation that appropriate zoning for the development, or any subsequent phase of development, has received final approval.
- e) Township having been advised by the County that:
1. The County has approved the final plan to be registered, as submitted by the Subdivider.

In the event that the Subdivider receives authority to proceed pursuant to the above procedure, then the Subdivider acknowledges and agrees that such servicing is done at the Subdivider's sole risk and the Subdivider agrees hereby to indemnify the County or the Township with respect to any claim or loss which may occur as a result of the Plan being registered other than in accordance with the approved final plan upon which the servicing was based.

PART II

SPECIAL PROVISIONS

The Subdivider agrees with the Township as follows:

1. That all references to Lots, Streets, Blocks and Reserves are as shown on the plan in Schedule "E" being Phase I to the Plan of Subdivision, File Number 32T-01004.
2. That all road allowances within the plan of subdivision are to be dedicated as a public highway to the Township free and clear of encumbrances and shall have a minimum width of 20 metres.
3. That Block 27, future road allowance, as shown on Schedule "E" and described in Schedule "H" shall be conveyed to the Township free and clear of charges and encumbrances.
4. A street stub from Applewood Street for Block 27 shall be curbed around the intersection and constructed only to that point, complete with a Dead End Barricade, with the balance of the unopened future road allowance to be landscaped in the same manner as adjoining properties.
5. That any dead ends and open sides of road allowances created by this plan of subdivision shall be terminated in 0.3 metre reserves, to be conveyed to the Township free and clear of encumbrances. These reserves, Blocks 28 and 29, are shown on Schedule "E" and described in Schedule "H".
6. That Blocks 84 and 89 contained in Plan 41M-141, being future road allowances are in the ownership of the Township and shall be dedicated as a public highway and named Applewood Street after the registration of this Agreement and Plan.
7. That Blocks 85, 86, 87, 90, 91 and 92 contained in Plan 41M-141, being future road allowances are in the ownership of the Township and shall be considered in future Phases of this Plan of Subdivision.
8. That sidewalks shall be provided in the following locations:
 - i) Not Applicable in this Phase of the Development
9. To provide a certification from an Ontario Land Surveyor that all lots and blocks conform to the zoning requirements of the Township Zoning By-law, specifically for lot areas, lot frontages and lot depths.
10. That prior to the issuance of a building permit, the Subdivider agrees to pay all of the development charges in force at the time of building permit issuance.
11. The Owner and Township agree that cash in lieu of the land dedication for park purposes shall be required for this Plan. The amount shall be based on a land value of \$12,000.00 per acre and shall be for five (5) percent of this amount. A credit is available from the extra dedication of land provided within Registered Plan 41M-141. The calculation for land credits and cash in lieu shall be made when the Subdivider desires to develop the 3rd phase of the Plan of Subdivision.
12. That the following special conditions apply to Phase I:
 - a) The Subdivider shall submit a Letter of Credit to the Township for 110% of servicing cost for Phase I as described in Schedule "C".
 - b) The Owner agrees that for the 26 lots in Phase I that the Development Charges for the water and sanitary sewer systems will be paid on a per lot basis at the time of building permit issuance, at a rate of \$10,000.00 per single detached dwelling.
 - c) The payment rate outlined in Section 12. b) includes the Development Charge as per County By-law Number 4443-2004 which is \$7,250.00, at the time of writing this agreement, for water and wastewater, plus an estimate of financing costs for the Development Charge projects to be financed.
 - d) The Owner agrees that for all phases after Phase I of this Subdivision Agreement, a Front Ending Agreement, pursuant to Section 44 of the Development Charges Act, Part III, will form part of this Subdivision Agreement. The Front Ending Agreement will cover the financing costs that the County will undertake to the external works for this development constructed as Development Charge Projects.

12. e) The County agrees to proceed with the Engineering design of the wastewater treatment and water supply development charge projects to service the remainder of this development in 2005, contingent upon the signing of this Agreement.
- f) The Township will provide a building permit for a Model Home on any lot located within the Plan of Subdivision on the lands described in Schedule "A". The Township will not provide an occupancy permit for the Model Home and the Subdivider will not permit occupancy until the lot that the home is situate on is included in a particular Phase of development and the appropriate securities have been posted. All Development charges for the said single family dwelling unit shall be payable at current rates in effect immediately prior to receiving an Occupancy permit.
- g) All access to Phase 1 development shall be provided only via Hofstetter Road on the Temporary Construction Access Road until the base asphalt has been installed.
- h) Building permits are available provided underground services have been installed or arranged for, however, No Building Occupancy may occur until the base asphalt has been installed and all servicing has been deemed operational by the parties to this agreement.

IT IS DECLARED and AGREED that this Agreement and the covenants, provisions, conditions and schedules herein contained shall ensure to the benefit of and be binding upon the respective heirs, executors, administrators, successors or assigns of each of the parties hereto.

IN WITNESS WHEREOF the Subdivider has hereunto set his hand and seal.

AND IN WITNESS WHEREOF the Township has hereunto affixed its Corporate Seal under the hands of its proper officers in that behalf.

SIGNED, SEALED AND DELIVERED
In the presence of

(SEAL)

Approved and authorized by
By-law Number 1452-2004 enacted
the 17th day of November, A.D. 2004.

(SEAL)

(SEAL)

(SEAL)

1578651 ONTARIO LIMITED

.....
John Zimmer, President
I have the authority to bind the Corporation

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM

.....
Donald S. Woolcott, Mayor
.....
Keith Reibling, Clerk-Administrator

THE CORPORATION OF THE
COUNTY OF OXFORD

.....
Donald S. Woolcott, Warden
.....
Ken Whiteford, C.A.O./Clerk

PACIFIC & WESTERN BANK OF CANADA

.....
Signing Officer **John Asma**
Senior Vice President & Treasurer
.....
Signing Officer **Ross P. Duggan**
We have the authority to bind the Corporation

LIST OF SCHEDULES

- A) Legal Description
- B) Engineering Requirements
- C) Cost Estimates
- D) Letter of Credit
- E) Plan to be Registered
- F) Site Plan Requirements
- G) Sample Notice to Builders/Owners
- H) Easements
- I) Standard Road Cross Sections

SCHEDULE "A"

LEGAL DESCRIPTION

In the Township of Blandford-Blenheim, former Township of Blenheim, in the County of Oxford,
being composed of Part of Lot 17, Concession 13, more particularly as Parts 1, 2, 3, 4, 5 and 6 on
Reference Plan 41R-6448 and Blocks 78, 84, 85, 86, 87, 89, 90, 91 and 92 according to
Registered Plan 41M-141.

SCHEDULE "B"

ENGINEERING REQUIREMENTS

1. General

All work and servicing is to be completed in accordance with the applicable Ontario Provincial Standard Drawings and Specifications.

Applicable design methods and parameters, standards and specifications are to be approved by the Township Engineer and/or the County Director of Public Works, as applicable.

Location of services to individual lots is to be as follows:

- services go to narrow frontage of lot
- water goes to centreline of lot
- storm is 1.5 metres to left (facing the lot)
- sanitary is a further 1.5 metres to the left (facing the lot)
- on corner lots services shall be shifted as necessary so that no service is closer than 9m to side street line.

Storm, water and sanitary works will be subject to Ministry of Environment's Certificate of Approval.

2. Water Distribution System

Minimum sizing of watermains throughout to be 150mm in diameter. Final sizing to consider areas of future development as indicated by the Township and to be in accordance with approved hydraulic analyses to show that required fire flows can be provided.

Hydraulic analyses shall evaluate the need to extend the watermain.

Materials for watermains shall be as follows:

Mains - PVC Class 150 with ductile iron fittings. Tracer wire and anodes required at fittings.

Services - 19mm Type K copper
- Non single family residential lots to be separately evaluated

Hydrants - As used in existing adjacent subdivision

Valves - As used in existing adjacent subdivision

All services to be tapped.

Minimum cover to be 1.8 metres.

Minimum diameter for hydrant leads - 150mm.

Two valves required at each street intersection.

Hydrants are to be separately valved and are to be located 3 metres from the street box in line with a lot line.

Copper water services will be provided to all single family lots with curb stops and boxes at the street line. Semi-detached lots to have separate connections for each unit.

All watermains will be pressure and leakage tested and chlorinated in accordance with the Provincial specifications. Water samples will be collected, tested and approved prior to the watermain being placed in service.

3. Storm Sewer System and Lot Drainage/Grading Plan

A storm sewer collection and management system and lot drainage plan will be designed in accordance with the requirements of the Township Engineer.

A Storm Water Management Report and Erosion Control Plan will be prepared to the satisfaction of the Township and the Grand River Conservation Authority as necessary.

Storm sewers will be required to the satisfaction of the Township.

Storm pipes to be concrete sewer pipe with filter wrapped mortar joints.

Catchbasin leads may be PVC.

Private drain connections to be 100mm dia. PVC at a minimum grade of 1%. Private drain connections at property line to be below basement levels where possible.

Subdivider to ensure overflow path (roadway or open lands) for 100 year storm exists such that no damage to existing or proposed houses results.

Each single family lot will be serviced with a single storm connection from the storm sewer to the street line for sump pump discharge. Semi-detached lots (if applicable) to have a separate connection for each unit.

The minimum diameter for storm sewer mains and double catchbasin leads will be 300mm. Single catchbasin leads will be 250mm in diameter.

All complete storm sewers shall be examined by video camera work and the video shall be supplied to and reviewed by the Township prior to acceptance.

The minimum cover on storm pipes is to be 1.2 metres.

Sewer access holes shall be spaced not more than 90 metres apart and shall be located on all storm sewer mains having a diameter greater than 300mm.

Roof water leaders shall be directed to side yard swales (ie. discharged above grade) or to "dry wells" if required to satisfy any requirement for infiltration enhancement.

Roof water leaders shall not be connected directly to the Storm Sewer System.

The storm system is to be incorporated pursuant to the Drainage Act, RSO 1990, and amendments thereto.

4. Roads and Boulevards

All streets are to be constructed in accordance with Schedule "I" with a face of curb to face of curb distance of 8.5 metres.

All rights-of-way shall be 20.0 metres.

A temporary emergency and construction access from Hofstetter Road will be required for the various phases of this development.

Pavement design shall consist of a minimum of 300mm of Granular "B" and 150mm Granular "A" roadbase, 45mm of HL4 to HL6 binder course asphalt and 35mm of surface course asphalt (HL3) on all streets. This design to be substantiated or increased as required by a geotechnical report. The base asphalt shall be constructed to a 6 metre width with no curbs before any building permits are issued.

Mountable curb and gutter will be installed on all streets.

Radius of asphalt (outer edge) on cul-de-sacs to be 17 metres. Entire island to be paved.

All driveway ramps shall consist of 250mm of Granular "A" and 50mm of HL3A asphalt, paving stone or concrete from the back of curb to the sidewalk and/or property line. Minimum width of 3.0 m (9.8 ft.) and maximum widths of 9.0 m (29.5 ft.) or 50% of the front yard or exterior side yard respectively at the street line may be occupied by a driveway.

Temporary Access Road

- 6m width of roadway
- 300mm Granular B, 150mm Granular A, 50mm HL4 asphalt
- Culverts, ditches, pipes and catchbasins as necessary to maintain existing surface and subsurface drainage

- Roadway to be located within a proposed road allowance and lead to Blocks 85 and 90 according to Plan 41M-141 and connect with Fennel Street on the same Plan.

Emergency and Temporary Construction Access Roads

- 6m width of roadway
- 300mm Granular B, 150mm Granular A
- Culverts, ditches, pipes and catchbasins as necessary to maintain existing surface and subsurface drainage
- Roadway to be located within proposed road allowances, cross a future residential lot(s) and connect onto the Hofstetter Road.

5. Sewage Collection System

This development shall be serviced by sanitary sewers. Connection will be made to the existing 200mm sanitary sewer stub off Fennel Street. Sizing of all mains shall take into account upstream development and stubs shall be provided.

Minimum size of 200mm sewer mains shall be provided for this development. Each single family lot will be provided with a 100mm service connection and semi-detached lots will have separate 100mm service connections for each unit to the sanitary sewer main.

The design shall consider the depth and sizing of future lines. The need for a pumping station shall be identified and provided for, if necessary.

Materials shall be PVC-DR35 for mains and DR28 for services.

All testing as required by the Provincial Specifications shall be conducted.

Sewer access hole grates in any sag locations shall have waterproof grates.

All completed sanitary lines shall be examined by video camera work and the video shall be supplied to and reviewed by the Township prior to acceptance.

Kor-n-seal connector systems at sewer access holes are required.

Maximum spacing of sewer access holes to be 90 to 120 metres.

Minimum slopes for 200mm mains are as follows:

- First length - 1.0%
- Remainder - 0.5%

6. Signs

Traffic signs and street name signs, in accordance with Provincial and Township standards, will be required on all streets.

Stop signs are required at the following locations:

- Applewood Street at Fennel Street
- Temporary Access Road at Fennel Street
- Emergency and Construction Access road at Hofstetter Road

Street name signs are required at the following locations:

- Applewood Street at Fennel Street

7. Boulevards

Boulevards shall be topsoiled and sodded from the back of curb to the limit of the road right-of-way or to the sidewalk, as applicable. Topsoil to be 100mm minimum.

8. Street Lighting

Street lighting shall be installed in accordance with the current standards and specifications of Hydro One Networks Inc. and the Township.

Street lighting will be required as per Schedule "T" on all new streets. The street lighting will generally be located only on one side of the Street..

All street lights to be individually wired complete with disconnect switch to a separate box.

9. Utilities

Hydro, gas, cable and telephone services will be provided to all Lots in the subdivision. Services to be installed underground and in accordance with the standards and specifications of the utility company concerned and in accordance with the Standard Cross-Section for a Residential Street in Schedule "I".

10. Fencing

During all stages of construction for any phase of development that abuts existing agricultural and developed land, appropriate fencing to control erosion, sedimentation and trespass will be erected and maintained by the Subdivider, subject to the specifications of the Township.

11. Sidewalks

Sidewalks, when required, are to be 1.5 metres wide on County Roads and 1.2 metres wide on Township Streets, 150mm thick on a Granular "A" base of 150mm.

Wheelchair ramps required at all intersections.

12. Engineering

Plans and specifications for the work must be provided by the owner and approved by the Township, and all other appropriate agencies, prior to any on-site construction and prior to execution of this Agreement. The owner shall also provide full-time inspection services during all construction phases. Sizes of, scales of, purpose of, and data included on drawings are to be approved by the Township.

SCHEDULE "C"

ESTIMATED COST OF SERVICES (2004 DOLLARS)

SUBDIVISION AGREEMENT BETWEEN The Township of Blandford-Blenheim, The County of Oxford and the "Subdivider", 1578651 Ontario Limited.

FOR PHASE I only

(A)	ROADWAY CONSTRUCTION	\$ <u>131,350.00</u>
(B)	DRAINAGE WORKS	\$ <u>97,909.00</u>
(C)	WATER SYSTEM	\$ <u>52,220.00</u>
(D)	SEWER SYSTEM	\$ <u>53,980.00</u>
(E)	STREET LIGHTS, POWER AND COMMUNICATION	\$ <u>65,000.00</u>
(F)	SIGNS	\$ <u>4,000.00</u>
(G)	DEPOSITS FOR DRIVEWAY SECURITIES	\$ <u>26,000.00</u>
(H)	CONTINGENCIES (10%) OF ABOVE	\$ <u>43,046.00</u>
TOTAL		\$ <u>473,505.00</u>

SCHEDULE "D"

TYPICAL LETTER OF CREDIT

BANK LETTERHEAD

Letter of Credit No.: _____

Total Amount: _____

Date: _____

Branch: _____

TO: The Corporation of the Township of Blandford-Blenheim

UNCONDITIONAL IRREVOCABLE LETTER OF CREDIT

We hereby authorize you to draw on _____

for account of our customer, _____
up to an aggregate amount of _____
dollars (\$) _____) available by drafts at sight as follows:

Pursuant to the request of our customer, the said _____
we, the _____
hereby establish and give to you this unconditional irrevocable letter of credit in your favour in the total
amount of _____ dollars (\$) _____) which may
be drawn on by you at any time and from time to time upon written demand for payment made upon us by
you, which demand we shall honour without enquiring whether you have a right as between yourself and
our said customer to make such demand and without recognizing any claim of our said customer.

Provided, however, that you are to deliver to the _____

at such time as a written demand for payment is made upon us a certificate signed by your Treasurer or
Deputy Treasurer, Clerk or Deputy Clerk agreeing and/or confirming that moneys drawn pursuant to this
Letter of Credit are to be used to perform any outstanding obligations of our said customer to you or to
ensure that any outstanding obligations of our said customer to you are performed.

It is understood and agreed that the obligation of the under-signed under this Letter of Credit is an
obligation to pay money only and that in no circumstances shall the undersigned be obliged to perform or
cause to perform any of our customer's actual obligations to you.

The amount of this Letter of Credit shall be reduced from time to time as advised by notice in writing
given to us by you from time to time.

This Letter of Credit will continue up to _____ and will expire at
the close of business on that date and you may call for payment of the full amount outstanding under this
Letter of Credit at any time prior to the close of business on that date should this Letter of Credit not be
renewed.

We agree to advise you on or before _____
(one month prior to expiry date set out above)

as to whether this Letter of Credit has been or will be renewed by us and if we fail to do so then this
Letter of Credit shall be deemed to be automatically renewed for a further year and so on from year to
year thereafter. It is a condition of this Letter of Credit that it shall be deemed to be automatically
extended without amendment from year to year from the present or any future expiration date hereof,
unless at least 30 days prior to the present or any future expiration date, the Township shall notify the
Subdivider in writing by registered mail that the Township elects not to consider this Letter of Credit to
be renewable for any additional period.

Partial drawings hereunder are permitted.

SCHEDULE "E"

PLAN TO BE REGISTERED

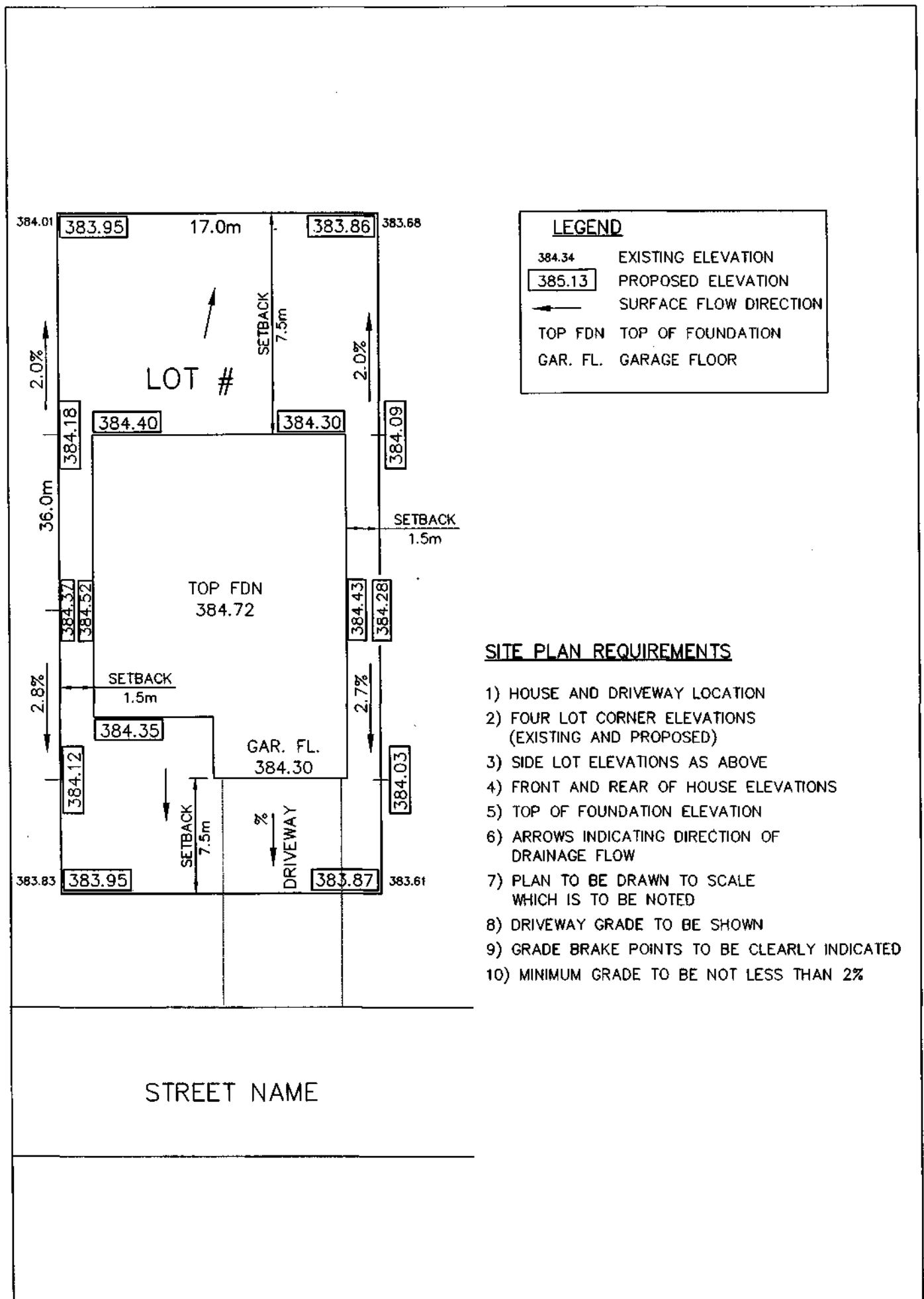
REDUCED COPY OF THE PLAN TO BE REGISTERED



SCHEDULE "F"

INDIVIDUAL SITE PLAN REQUIREMENTS

SUBDIVISION AGREEMENT BETWEEN The Township of Blandford-Blenheim and the "Subdivider", 1578651 Ontario Limited.



SCHEDULE "G"

SAMPLE NOTICE TO BUILDERS/OWNERS

The subdivision agreement for this project requires a \$2,500.00 deposit per lot to ensure lot grading and proper driveway construction within the Municipal right-of-way. These items are to be attended to by the owner or builder on each individual lot. The following procedures should be undertaken to ensure that the requirements of the subdivision agreement are met and the deposit is returned:

1. Lot Grading

The deposit and a plan showing how your house implements the overall lot grading requirements as set out on Drawings 6 and 7 of the Engineering Plans for Phase 1 are required by the Township to obtain a building permit.

Lot grading deposit is to be \$1,500.00 , cash or cheque, and is collected prior to the issuance of a building permit.

The plan must show the house location, driveway and elevations to show how the lot grading will work. Top of foundation, garage cut out and any window cut outs must be shown.

The builder/owner must have a Professional Engineer or Ontario Land Surveyor confirm to the Township that the foundation elevation conforms to the grading plan prior to framing.

The deposit will be returned when the following requirements are met:

- i) Water shut off is at grade and functioning at property line.
- ii) Lot grading is found acceptable and topsoil, sodding and/or seeding is completed. Please ensure that a minimum of 8" of foundation wall is exposed above grade and the grade slopes away from the foundation (6" drop to side lot lines).
- iii) Minor variations from the grading plan may be approved by the Township Engineer if they do not affect the overall grading scheme.

The Engineering fees to check lot grading are deducted from your deposit as outlined in the Subdivision Agreement and/or Agreement of Purchase and Sale.

2. Driveways

Acceptable driveway surfaces within the Municipal right-of-way are asphalt, paving stone or concrete.

Driveway deposit is to be \$1,000.00 , cash or cheque, and is collected prior to the issuance of a building permit.

The owner/builder must apply to the Township when the driveway is complete. The appropriate Township authority shall determine if the driveway is acceptable.

There is no charge for this inspection.

- 3. In the case of default for either lot grading or driveway installation, the Township may require the Subdivider to attend to the work or may use the deposit to perform repairs.
- 4. See the Subdivision Agreement and/or Agreement of Purchase and Sale for further details.
- 5. Private drain connections (PDC's) are for connection of sump pump outlets only. The piping from the sump pump must pump over top of the foundation wall prior to connection to the PDC at the property line. Roof water leaders shall not be connected to the PDC and must discharge to the surface or into approved dry wells.

Please notify the Township where and to whom the deposit should be sent if the property changes hands prior to the deposit being released.

NOTE: The above deposits may be varied as per Section 22. h) "Driveways" and Section 23. j) "Lot Grading" of the Subdivision Agreement by resolution of Council.

SCHEDULE "H"

EASEMENTS, RESERVES, BLOCKS

SUBDIVISION AGREEMENT BETWEEN The Township of Blandford-Blenheim and the
"Subdivider", 1578651 Ontario Limited.

Easements

- Emergency and Construction Access Road on proposed road allowances and over lots intersecting with Hofstetter Road.
- Temporary Access Road on proposed road allowance and lots leading to Blocks 85 and 90 according to Plan 41M-141 intersecting with Fennel Street.

Note: Not shown on Plan contained in Schedule "E"

1 ft. Reserves

- Block 28 between Lot 15 and 16
- Block 29 across Applewood Street

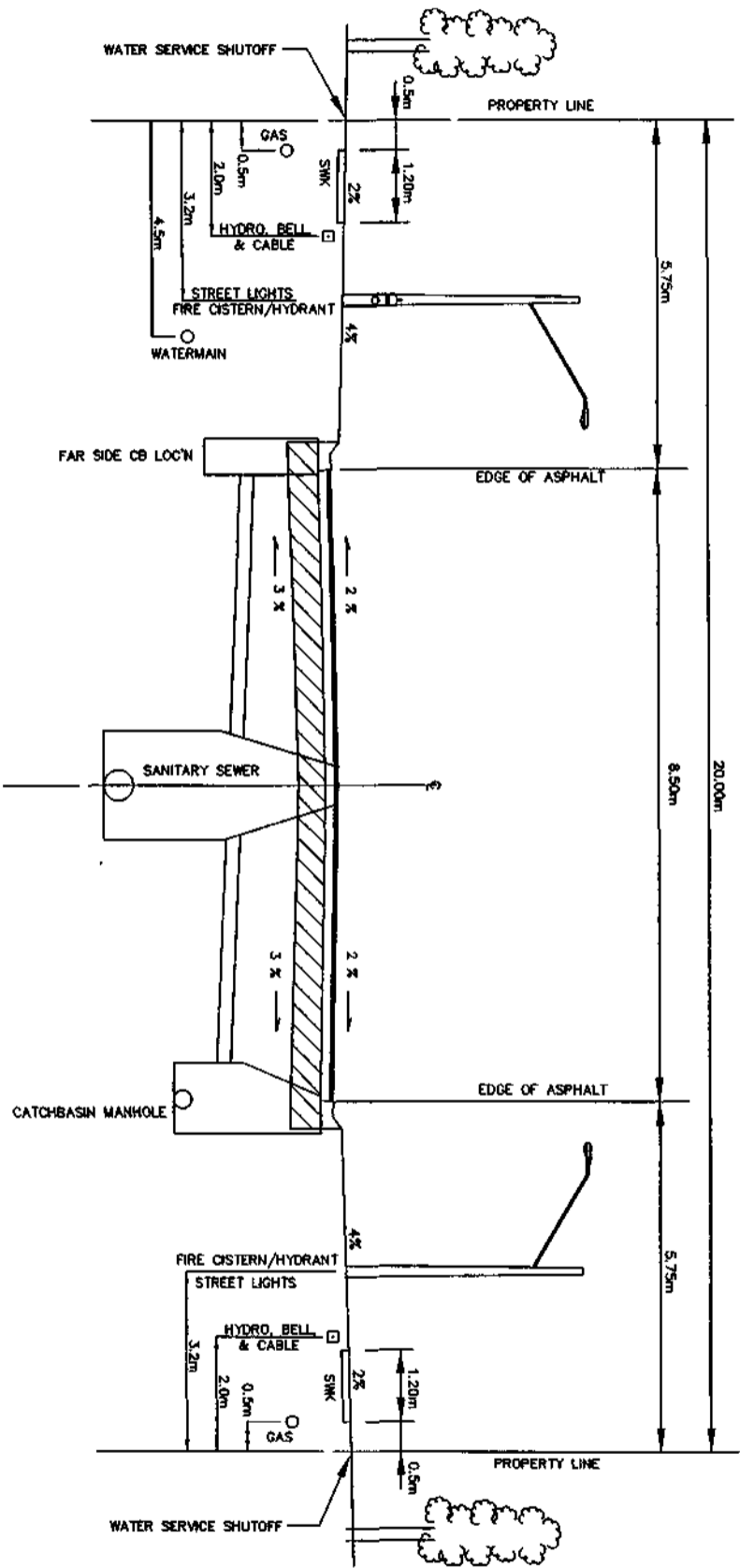
Future Roadways

- Block 27 between Lot 15 and 16

All as shown on Schedule "E"

SCHEDULE "I"
TYPICAL ROAD CROSS-SECTION

TOWNSHIP OF BLANDFORD-BLENHEIM
STANDARD CROSS-SECTION
RESIDENTIAL STREET



NOTES:

1. CURB AND GUTTER TO BE OPSD 600.10 WITH OPSD 600.04 AT ALL RADII.
2. BOULEVARD TO BE TOPSOLID (100mm min.) AND SPOOLED
3. DRIVEWAYS TO BE CONSTRUCTED WITH 250mm GRAN 'A' AND 50mm SURFACE ASPHALT TO PROPERTY LINE AND SHALL FOLLOW THE BOULEVARD PROFILE.
4. LOCATION OF TREE PLANTING SHOWN FOR ILLUSTRATION PURPOSES ONLY.
5. SIDEWALKS REQUIRED ONLY WHERE SHOWN ON ENGINEERING PLANS AND AT TOWNSHIP DISCRETION.
6. TRANSFORMER BOXES, IF ANY, ARE TO BE AT SAME OFFSET AS STREET LIGHT POLES AND IN LINE WITH PROPERTY LINES UNLESS APPROVED OTHERWISE.
7. STREET LIGHT DISCONNECT SWITCH BOXES, IF ANY, ARE TO BE AT SAME OFFSET AS POLES UNLESS APPROVED OTHERWISE.

THE CORPORATION OF THE
TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER **1453-2004**

Being a By-law to authorize an agreement with the Corporation of the Township of Wilmot for fire protection services from the New Dundee Fire Station.

WHEREAS, Section 20 of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, provides that a municipality may enter into an agreement with one or more municipalities to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries.

AND WHEREAS Council deems it advisable for the New Dundee Fire Station to provide fire protection services to a portion of the Township of Blandford-Blenheim.

NOW THEREFORE the Council of the Corporation of the Township of Blandford-Blenheim enacts as follows:

1. That the Mayor and Clerk-Administrator be authorized and they are hereby instructed to execute on behalf of The Corporation of the Township of Blandford-Blenheim an Agreement dated December 1st, 2004, attached hereto as Schedule "A" to this by-law between the Corporation of the Township of Wilmot and the Corporation of the Township of Blandford-Blenheim for fire protection services from the New Dundee Fire Station.
2. This By-law shall come into force and effect on the 1st day of January, 2004.
3. By-law Number 1432-2004 enacted the 3rd day of March, 2004, is hereby repealed.

By-law **READ** a **FIRST** and **SECOND** time this 15th day of December, 2004.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 15th day of December, 2004.


Donald S. Woolcott, Mayor

(SEAL)


Keith Reibling, Clerk/Administrator

SCHEDULE "A" FIRE SERVICES AGREEMENT

THIS AGREEMENT made the 1st day of December, 2004.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF WILMOT.

Hereinafter called "WILMOT"

OF THE FIRST PART

-AND-

THE CORPORATION OF THE TOWNSHIP OF BLANDFORD-BLENHEIM.

Hereinafter called "BLANDFORD-BLENHEIM"

OF THE SECOND PART

WHEREAS BLANDFORD-BLENHEIM has requested WILMOT to supply certain defined areas of Blandford-Blenheim with limited fire protection;

AND WHEREAS Wilmot has agreed to said request upon the terms and conditions herein set forth.

NOW THIS INDENTURE WITNESSETH, that in consideration of the premises and of the sum of One (\$1.00) dollar of lawful money of Canada now paid by Blandford-Blenheim to Wilmot herein, the receipt whereof is hereby acknowledged, the parties hereto for themselves, their successors and assigns, do mutually covenant, promise and agree, each with the other as follows:

1. Wilmot agrees to answer Blandford-Blenheim's calls for service with one (1) pumper, one (1) tanker and one (1) rescue unit to fight fires or with one (1) rescue van for medical related alarms in Lots one (1) to seven (7) concession thirteen (13) and fourteen (14) of Blandford-Blenheim Township as shown in "Schedule B" attached hereto which schedule forms an integral part of this agreement, provided that the said firefighters and equipment are not immediately required for duty within The Corporation of the Township of Wilmot, for a flat rate charge of One Hundred (\$100.00) per civic address;
2. Blandford-Blenheim agrees to supply Wilmot on an annual basis, an updated copy of Schedule "B" listing the names and addresses of the properties for which Wilmot supplies service as part of this agreement.
3. Blandford-Blenheim agrees that in calculating the flat rate charge of One Hundred (\$100.00) per address as defined in "Schedule B" attached, and forming part of this agreement, there is no limit to the number of fire calls.
4. Blandford-Blenheim agrees that the flat rate charge in the amount of One Hundred (\$100.00) per property as indicated in paragraph 1 above related only to Wilmot costs for the first hour for any one fire call. Blandford-Blenheim agrees that Wilmot will notify the Blandford-Blenheim Fire Department to respond and take over the scene, for incidents that will require more than one hour of service.
5. Blandford-Blenheim agrees that the number of vehicles and fire fighters, up to the above mentioned maximum and the type of vehicle to be dispatched shall be within the sole discretion of the Wilmot Fire Chief.
6. Blandford-Blenheim agrees to pay to Wilmot, the invoiced costs of fire fighting chemical agents supplied by the Wilmot Fire Department. No charges shall be levied by Wilmot to Blandford-Blenheim for chemical agents used in hand-held first aid fire extinguishers.
7. Blandford-Blenheim acknowledges that fire calls in the Township of Wilmot will be given priority over fire calls in Blandford-Blenheim, subject to the sole discretion of the Wilmot Fire Chief.
8. In the event the Wilmot Fire Department responds to a fire call on properties in Schedule "B" attached hereto and in the event the Department receives a subsequent fire call with respect to a fire within the Township of Wilmot, Wilmot hereby agrees that it will not abandon the fire scene until such time as:
 - a) it has notified Fire Dispatch requesting Blandford-Blenheim to respond to the fire scene; and

Blandford-Blenheim hereby agrees to respond immediately to such fire calls upon being alerted to the same.

- IN WITNESS WHEREOF** The Corporation of the Township of Blandford-Blenheim has hereunto affixed its corporate seal under the hands of its Mayor and Clerk and The Corporation of the Township of Wilmot has hereunto affixed its corporate seal under the hands of its Mayor and Clerk.

Clerk

2005 FIRE SERVICES AGREEMENT – NEW DUNDEE

DATED the 15th day of December, 2004.

Roll Number	Property Owner	Civic Address
020-060-112-01	Coleman Equipment Inc.	3541 Trussler Rd
-113	Judith Davidson	927757 Oxford Road 8
-114	Beverly Bayus	927695 Oxford Road 8
-115	Rene Boerkamp	927633 Oxford Road 8
-115-10	" "	927595 Oxford Road 8
-117	Bradley Fried	936728 Oxford Road 43
-118	Edna Lauber	936737 Oxford Road 43
-118-01	Karen Missere	936765 Oxford Road 43
-126	Wilhem Albrecht	3329 Trussler Road
-127	Gustanda Invest.	947686 Township Road 14
-128	Randy Huber	947638 Township Road 14
-129	W. Schlichter	947488 Township Road 14
-130	David Entz	936810 Oxford Road 43
-130-01	Kosta Tomic	936754 Oxford Road 43
-131	Orville Fried	936817 Oxford Road 43 936821 Oxford Road 43
-135	Shane Fried	947685 Township Road 14
-136	Dedmandale Farms Ltd.	947639 Township Road 14 947643 Township Road 14
-139	Glen Becker	947601 Township Road 14
-140	Frank Doerner	947587 Township Road 14
-141	J. Kurt Ziebart	947567 Township Road 14
-142	Kevin Fried	947489 Township Road 14
-143	Brian Fried	936866 Oxford Road 43
-146	Robert Richmond	936883 Oxford Road 43
-148	Keith Fried	3063 Trussler Road 3033 Trussler Road
-149	Brian Sararus - Gravel Pit Entrance	967672 Oxford Waterloo Road 967720 Oxford Waterloo Road
-149-01	Irmgard Mueller	967638 Oxford Waterloo Road
-150	1313192 Ontario Ltd. c/o P.Syrier - Gravel Pit Entrance	967610 Oxford Waterloo Road 967590 Oxford Waterloo Road
-153-99	Mark Shantz	967530 Oxford Waterloo Road
-154	Kevin Shantz	967520 Oxford Waterloo Road
-155	Scott Lorentz	967470 Oxford Waterloo Road
-156	Joseph Hallman	967418 Oxford Waterloo Road
-157	Janice Cressman	936946 Oxford Road 43
-158	Mark Corey	936922 Oxford Waterloo Road
-159	Marie Weiss	967372 Oxford Waterloo Road
-160	James Weiss	967376 Oxford Waterloo Road
TOTAL CIVIC ADDRESSES		40
Highlighted areas – (change of ownership)		